

Monday February 28, 2022
PLEASE MUTE YOUR MICROPHONE

Kelley Britt, Board Chair Elizabeth Kukla, Secretary

February 28, 2022

Preamble

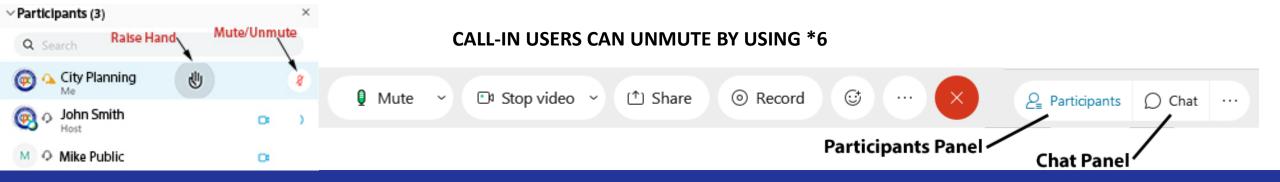
IN COMPLIANCE WITH NOTIFICATION REQUIREMENTS OF THE CITY'S OPEN MEETING LAW, AND SECTION 101.021 OF THE CODIFIED ORDINANCES OF CLEVELAND, OHIO, 1976, NOTICE OF THIS MEETING HAS BEEN PUBLICLY POSTED.

All BOARDS AND COMMISSIONS UNDER THE PURVIEW OF THE CITY PLANNING DEPARTMENT CONDUCTS ITS MEETINGS ACCORDING TO ROBERT'S RULES OF ORDER. ACTIONS DURING THE MEETING WILL BE TAKEN BY VOICE VOTE. ABSTENTIONS FROM ANY VOTE DUE TO A CONFLICT OF INTEREST SHOULD BE STATED FOR THE RECORD PRIOR TO THE TAKING OF ANY VOTE.

IN ORDER TO ENSURE THAT EVERYONE PARTICIPATING IN THE MEETING HAVE THE OPPORTUNITY TO BE HEARD, WE ASK THAT YOU USE THE RAISE HAND FEATURE BEFORE ASKING A QUESTION OR MAKING A COMMENT. THE RAISE HAND FEATURE CAN BE FOUND IN THE PARTICIPANTS PANEL ON THE DESKTOP AND MOBILE VERSION AND ACTIVATED BY CLICKING THE HAND ICON. PLEASE WAIT FOR THE CHAIR OR FACILITATOR TO RECOGNIZE YOU AND BE SURE TO SELECT UNMUTE AND ANNOUNCE YOURSELF BEFORE YOU SPEAK.

WHEN FINISHED SPEAKING, PLEASE LOWER YOUR HAND BY CLICKING ON THE RAISE HAND ICON AGAIN AND MUTE YOUR MICROPHONE.

WE WILL ALSO BE UTILIZING THE CHAT FEATURE TO COMMUNICATE WITH PARTICIPANTS. THE CHAT FEATURE CAN BE ACTIVATED BY CLICKING THE CHAT BUTTON LOCATED ON THE BOTTOM OF THE WEBEX SCREEN.



February 28, 2022

Preamble

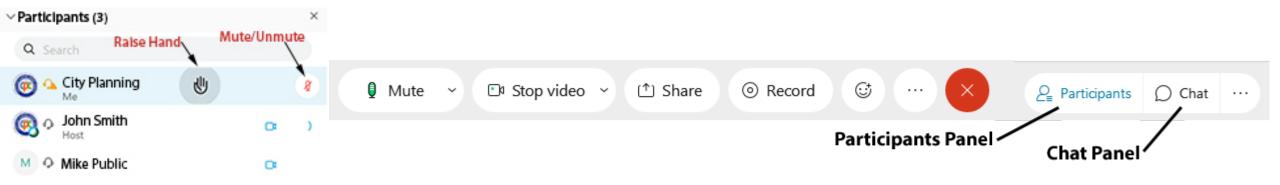
ALL MEETING ACTIVITY IS BEING RECORDED VIA THE WEBEX PLATFORM.

THESE PROCEEDINGS ARE ALSO BEING <u>LIVE STREAMED</u> VIA YOUTUBE FOR PUBLIC VIEW.

WE HAVE PROVIDED A LINK TO THE MEETING FOR THOSE WHO WISH TO SPEAK ON A PARTICULAR CASE VIA OUR WEBSITE AND EMAIL.

ALL REQUESTS TO SPEAK ON A PARTICULAR MATTER HAVE BEEN CONSIDERED.

WE HAVE ALSO RECEIVED EMAILS FROM THOSE WHO HAVE PROVIDED WRITTEN COMMENT ON A PARTICULAR MATTER.



Call to Order & Roll Call



Postponements/Withdrawals





NONE TODAY

Public Hearing



Public Hearing

Calendar No. 22-010:

1966 E. 66th Street

Ward 7

The Cleveland Foundation, owner, proposes to erect a 196' by 68' carport with solar panels in MMUD-2 Zoning District. The owner appeals for relief from the strict application of the following sections of the Cleveland Codified Ordinances:

1. Section 344.04(d) which states that the uses is not listed in schedule 344.04 as either permitted Principal Use or Conditional Use and shall be a prohibited use in the MMUD Zoning District. In this case carport is not a listed as a principle or conditional use and is thereby prohibited. (Filed January 20, 2021)





Calendar No. 22-010:

1966 E. 66th Street

Ward 7



SWEARING IN ALL WHO ARE PRESENT FOR THIS CASE:

DO YOU SWEAR OR AFFIRM THAT THE TESTIMONY YOU ARE ABOUT TO GIVE IS THE WHOLE TRUTH AND NOTHING BUT THE TRUTH?

Please Raise Your Hand.
Reply with <u>I DO,YOUR NAME and YOUR ADDRESS.</u>

Calendar No. 22-010:

1966 E. 66th Street

Ward 7



HISTORY OF THE PROPERTY



Calendar No. 22-010:

1966 E. 66th Street

Ward 7



LEGAL STANDARD

Calendar No. 22-010:

1966 East 66th Street

Madam Chair, Members of the Board, Appellant is requesting a use variance.

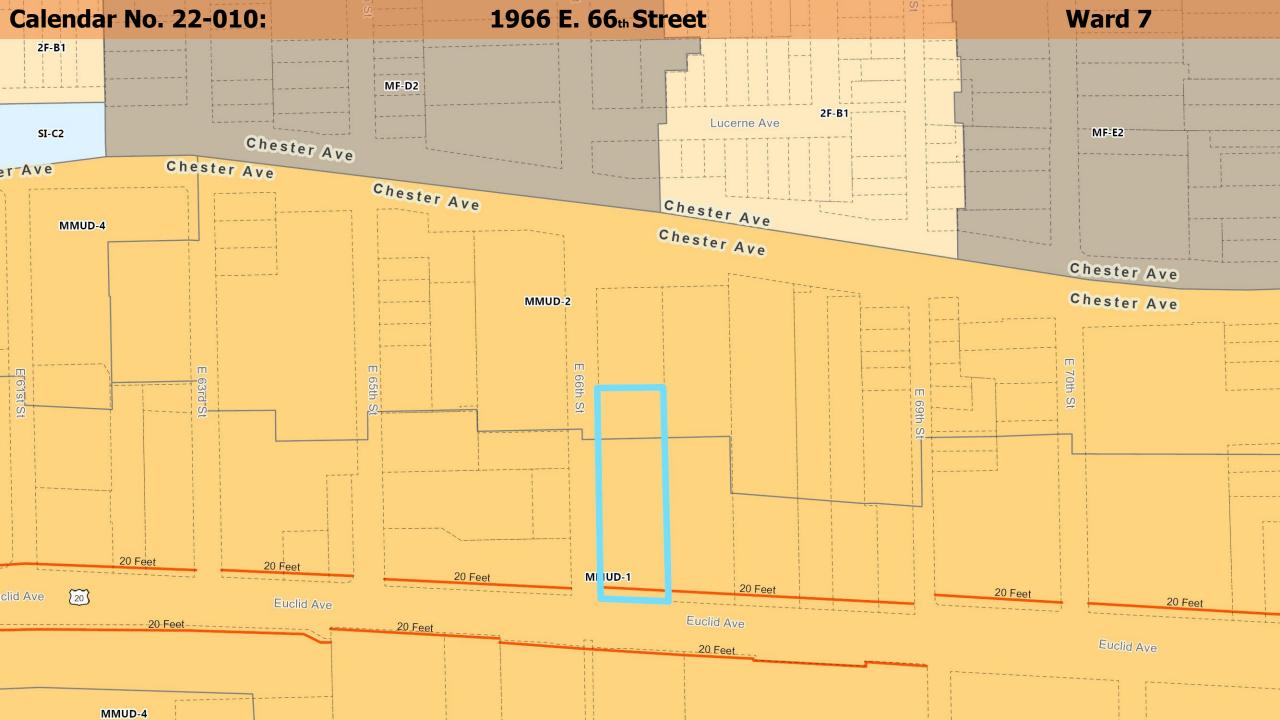
To obtain the use variance, Appellant must prove that denying the request:

- 1. Will result in an **unnecessary hardship** particular to the property such that there will be no economically feasible use of the property without the variance;
- 2. Will deprive the Appellant of substantial property rights; and

That granting the variance will not be contrary to the purpose and intent of the zoning code







SOLAR CANOPY

RBI SOLAR

513.242.2051 FAX: 613.242.0818 PROFESSIONAL SEAL

NOT FOR SCONSTRUCTION

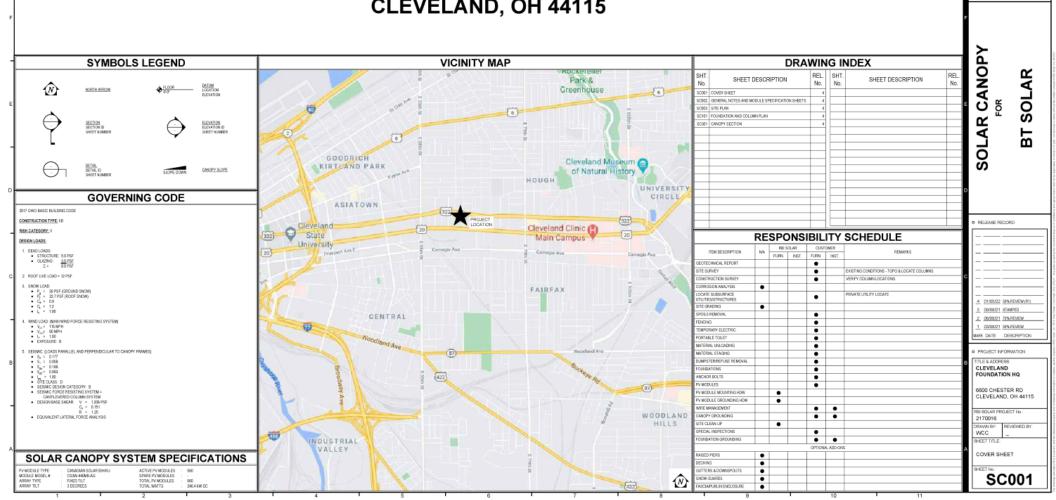
CONSTRUCTION THAT IS BUILT FROM SET LABELED "NOT FOR CONSTRUCTION"

FOR

BT SOLAR

ΑТ

6600 CHESTER RD CLEVELAND, OH 44115



GENERAL NOTES

CONSTRUCTION AND SAFETY:

- 1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE APPLICABLE CONSTRUCTION CODE AND THE
- ENGINEER SHALL NOT BE RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OF CONSTRUCTION SELECTED BY CONTRACTOR.
- CONTRACTOR SHALL FIELD MEASURE AND VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS, ANY UNEXPECTED ONDITIONS OR DISCREPANCIES WITH THE DESIGN DOCUMENTS SHALL BE REPORTED TO THE ENGINEER PRIOR.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONDITIONS OF THE JOB SITE INCLUDING SAFETY OF PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK.

O INSTALLATION OR ERECTION OF MATERIALS.

NO PERSONNEL SHALL STEP OR STAND ON PY MODULES (SQUAR PANELS) AT ANY TIME. CANOPY STRUCTURE AND PY MODULES ARE NOT DESIGNED FOR LIVE LOADS AND MAY YOR WARRANTY.

MISCELLANEOUS

MORE RELIABLE

Lower internal current. lower hot spot temperature

Heavy snow load up to 5400 Pa, wind load up to 3600 Pa *

- THIS SUBMITTALICONSTRUCTION SET WAS PRODUCED FROM DOCUMENTS RECEIVED FROM CUSTOMER ON 2/10/21. RBI SOLAR IS NOT RESPONSIBLE FOR DISCREPANCIES FROM ACTUAL FIELD DIMENSIONS.
- CUSTOMER CUSTOMER IS RESPONSIBLE FOR VERIFYING THAT THE PV MODULE(S) DELIVERED TO SITE MATCH DATA SHEET(S) PROVIDED TO REI SOLAR, RBI SOLAR IS NOT RESPONSIBLE FOR PV MODULE DIMENSIONAL. DISCREPANCIES DUE TO FURNISHED PV MODULES NOT WATCHING CUSTOMER FURNISHED PV MODULE DATA

SPECIAL FIELD INSPECTIONS:

PV MODULE SPECIFICATION SHEETS

SPECIAL INSPECTION NOT REQUIRED BY RBI SOLAR, AS REQUIRED BY OWNER/CUSTOMER AND/OR AUTHORITY HAVING JURISDICTION, MINIMUM INSPECTION SHALL INCLUDE THE FOLLOWING NOTES AND TABLE

- ALL SPECIAL INSPECTIORS SHALL BE RETAINED BY OWNERGUSTOMER. THE EXTENT OF THE INSPECTION SHALL COMEN WITH THE CONTRACT DOCUMENTS. THE BUILDING CODE REQUIREMENTS, AND LOCAL ARRESOCTION IT IT THE OWNERS OUTSTOAMERS RESPONSEBUTLY TO GIVE PROPER NOTFICATION TO THE SPECIAL INSPECTIOR AND PROCEED WITH THE WORK CITY AFTER THE SPECIAL INSPECTIORS APPROVED.
- 2. FAILURE TO NOTIFY THE SPECIAL INSPECTOR MAY RESULT IN OWNERCUSTOMER HAVING TO REMOVE WORK FOR THE PURPOSE OF INSPECTION AT THE OWNER SICUSTOMER'S EXPENSE.
- PREMATURE NOTIFICATION FOR INSPECTION WILL RESULT IN AN ADDITIONAL INSPECTION WITH ALL EXPENSES
- SPECIAL INSPECTORS SHALL KEEP RECORDS OF ALL INSPECTIONS. RECORDS SHALL BE PLANNENED TO THE OWNER, BYGGNESS OF RECORDS AND ALL INSPECTION, AND LOCAL JURISDICTION AS RECURRED ANY MAD ALL INSPECTATIONS OF ALL INSPECTIONS OF A RECORD AND ADMINISTRATION OF THE CONTRACTOR. CORRECTIONS SHALL BE WAS AND A FINAL REPORT OF INSPECTIONS SHALL BE REPORTED ON THE OWNER OF THE ADMINISTRATION OF RESCHAPTION SHALLES AND CARECURATE. AND THE LOCAL JURISDICTION AND MAY RESULT IN REMOVAL OF COMPLETED WORK AND ADDITIONAL WORK TO CORRECT DISCREPANCIES AT THE CONTRACTOR'S EXPENSE.

IBC TABLE 1705		
STRUCTURAL STEELALUMINUM FABRICATION	CONTINUOUS	PERIODIC
MATERIAL IDENTIFICATION		X
HIGH STRENGTH BOLTS - MATERIAL IDENTIFICATION OF BOLTS, NUTS AND WASHERS		X
WELD FILLER MATERIALS - IDENTIFICATION AND CONFIRMATION OF COMPLIANCE WITH DESIGN DOCUMENTS		×
STRUCTURAL STEELALUMINUM ERECTION		
MATERIAL IDENTIFICATION		X
INSTALLATION OF HIGH STRENGTH BOLTS		X
WELDED CONNECTIONS		X
WEMBER SIZES AND PLACEMENT		X
GENERAL CONFORMANCE WITH DESIGN DOCUMENTS		X
CONCRETE CONSTRUCTION		
MATERIAL IDENTIFICATION		X
MIX DESIGN VERIFICATION		X
SIZE AND PLACEMENT OF REINFORCING STEEL.		X
PLACEMENT OF CONCRETE USING PROPER TECHNIQUES		Х
CONCRETE SAMPLES FOR SLUMP, AIR CONTENT, TEMPERATURE, STRENGTH TESTS, ETC. IN ACCORDANCE WITH ACIDIE		Х
PROPER MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES		X
FOUNDATIONS		
SIZE AND LOCATION OF FOUNDATION EXCAVATIONS		X
PLACEMENT OF REINFORCING STEEL AS REQUIRED		×

STRUCTURAL STEEL:

- 1. ALL STRUCTURAL STEEL SHALL BE DESIGNED, FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST VERSION OF AIRC "MANUAL OF STEEL CONSTRUCTION". LIGHT GAGE COLD-FORMED SECTIONS SHALL CONFORM TO LATEST VERSION OF AIRS SPECIFICATIONS FOR COLD-FORMED STEEL STRUCTURAL MEMBERS.
- - ROLLED SHAPES: ASTM A992 OR A572 GRADE 50, F., = 50 KSI MINIMUM
- ASTM AS29 GRADE 50 ASTM AS00 GRADE C, F, = 50 KSI MINIMUM TUBULAR SHAPES
- FIELD BOLTS (TYP. UNIO): SAE JOD GRADE 5 AND/OR ASTMEDIZE GRADE A325 SCREWS: COLD-FORMEDILIGHT GAGE #12 TEXS - GALVANIZED
- ASTM A953 ASTM A195 B7 OR ASTM F1954 GRADE 105 TYPE 304 MINIMUM ANCHOR RODS STAINLESS STEEL
- 1 TEX SCREWS ARE TO BE INSTALLED USING A 2500 RPM MAX. NON-MPACTING VARIABLE SPEED ORILL WITH CLUTCH
- 4. RELD CONNECTIONS SHALL BE BOLTED EXCEPT WHERE WELDED CONNECTIONS ARE INDICATED ON THE STRUCTURAL DRAWINGS, ALL BOLTED CONNECTIONS SHALL BE INSTALLED TO THE "SHUG TROFF" CONDITION DEFINED AS THE FULL EFFORT OF A MAN USING A NORMAL SPUD WIRENCH OR A FEW IMPACTS OF AN IMPACT WRENCH, THE "SNUG TIGHT" CONDITION WILL ENSURE THE PLIES OF CONNECTED MATERIAL ARE IN FIRM
- ALL PV MODULE MOUNTING HARDWARE SHALL BE INSTALLED AND TORQUED PER PV MODULE MANUFACTURER MINIMUM OF 12 FT-LBS FOR 5/10" MOUNTING HARDWARE AND 6 FT-LBS FOR 1/1" MOUNTING HARDWARE.
- 6 ALL WELDING OF STEEL SHALL BE DONE IN ACCORDANCE WITH THE LATEST VERSION OF THE AMERICAN WELD SOCIETY'S SPECIFICATIONS - AWS D1.1. ELECTRODES SHALL BE E70 SERIES UNLESS NOTED OTHERWISE
- 7. GALVANZING SPECIFICATIONS GALVANIZING SHALL BE PER CONTRACT DOCUMENTS
- HOT DIPPED GALVWARDING SHALL BE PER ASTM A123.
 PRE GALVANIZED MATERIALS SHALL COMPL VINTH ASTM ABGS GBO MINIMUM.
 ALL STRUCTURAL HARDINARE (NOT PY MODULE MOUNTING HARDINARE) SHALL BE GALVANIZED.

MISCELLAMEOUS FASTENERS:

- 1. ALL BOLTS SHALL BE THE TYPE AND SIZE INDICATED ON DRAWINGS.
- 2. ALL HARDWARE USED FOR MOUNTING PV MODULES SHALL BE STAINLESS STEEL UNLESS NOTED OTHERWISE

- ALL SHADING ANALYSIS AND/OR PRODUCTION ANALYSIS SHALL BE PERFORMED AND VERBILD BY OTHERS. RBI SOLAR IS NOT RESPONSIBLE FOR PV SYSTEM DESIGN AS IT PERTAINS TO ELECTRICAL OR PV SYSTEM
- ITEMS AS DESIGNATED IN RESPONSIBILITY SCHEDULE ON SHEET SC001.

FOUNDATIONS/CONCRETE:

- THE FOUNDATION DESIGN IS BASED ON GEOTECHNICAL REPORT PREPARED B INTERTEK PSI DATED 4/19/2000. BEARING CAPACITY OF SOIL AT PIER TIP. 2000 put
- ALLOWABLE LATERAL BEARING PRESSURE MAY BE DOUBLED DUE TO THE STRUCTURES NOT BE ING ADVERSELY AFFECTION BY 10° MOTION AT THE GROUND SURFACE DUE TO SHORT-TERMILATERAL LONGS PER 2013 CBC 300A-3.4.
- ALLOWABLE LATERAL BEARING PRESSURE WAY BE CONSIDERED TO ACT OVER AN AREA EQUAL TO TWO TIMES THE PIER DIAMETER DUE TO LARGE PIER SPACING. IF THIS IS ALLOWED, THE ALLOWABLE LATERAL BEARING PRESSURE MAY BE DOUBLED, ACTING OVER THE ACTUAL PIER DIAMETER.
- FOR VERTICAL LOADING THE POLINDATION DEPTHS SHOWN IN THE SCHEDULES ARE DESIGNED BASED ON FITHER END BEARING OR SKIN FRICTION, WHERE SKIN FRICTION HAS BEEN BASED ON 2019 GOT 1910ALS 14 (A.S. SKIN FRICTION BASED ON 1/6 THE VALUE OF END BEARING, AND END BEARING AND SKIN FRICTION NOT BEING
- VARIATIONS IN SOIL CONDITIONS SHALL BE REPORTED TO GEOTECHNICAL ENGINEER AND ENGINEER OF RECORD RESPONSIBLE FOR POUNDATION DESIGN PRIOR TO INSTALLATION OF ANY FOUNDATION MATERIALS.
- INSTALLER/CONTRACTOR SHALL COORDINATE PLACEMENT OF FOUNDATIONS ANDIOR ANCHOR BOLTS PER DESIGN DRAWINGS AND/OR MANUFACTURER'S SPECIFICATIONS.
- BBLSCLAP INC DESIGNS FOUNDATIONS BASED ON SOLEPROPERTIES OUT IMED IN CERTIFIED GEOTECHAICS. REPORTS ALL DESIGNS ASSUME UNDSTURBED SOIL COMMITTON, AND DO NOT THAN INTO ACCOUNT TRENCHING NEAR POUNDATIONS. FOR CASES WHEEE TRENCHING FOR ELECTRICAL WORK IS AT OFFICER A FOUNDATION, SO SOIL PRESENTED A WIRMAN OF 3°C CLEAR FROM THE EDID OF THE TEXT OF THE TEXT OF THE EDID OF THE FOUNDATION FOR 'NORMAL GOOD SOIL CONDITIONS,' IN CASES OF 'POOR SOIL' CONDITIONS, RBI SOLAR RECOMMENDS A MINIMUM CLEAR DISTANCE FOLIAL TO DRIGREATER THAN THE DEPTH OF THE FOLIADATION. IF IN DOUBT OF SOIL CONDITIONS, RBI SOLAR RECOMMENDS CONSULTING A QUALIFIED GEOTECHNICAL ENGINEER TO ASSESS SOIL CONDITIONS AT THE SITE.

NOTE: TRENCHINGENCAVATION WITHIN 31-0" OF ANY FOUNDATION REQUIRES REPLACING THE ORIGINAL SOL AND COMPACTION TO ROS AND PROCEDS DEBOTH: TO RETHER CLARECTATION OF COMPACTION REQUIREMENTS ON SOLICITIES A CLARECTATION OF COMPACTION OF THE OFFICE AND A COMPACTION OF THE OFFICE ACCURATE AND A COMPACTION OF THE OFFICE ACCURATE AND A COMPACTION OF THE OFFICE ACCURATE A

- 8. ALL CONCRETE WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE LATEST VERSION OF ACI 318 'BUILDING
- CONCRETE MIX DESIGNS MUST HAVE ENGINEER OF RECORD APPROVAL PRIOR TO COMMENCEMENT OF ANY
- 10. REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60 BILLET STEEL
- MINIMUM CONCRETE COVER TO REINFORCING STEEL SHALL BE AS FOLLOWS: CONCRETE CAST AGAINST EARTH-
- 12. CONCRETE STRENGTH: 4000 PSI AT 20 DAYS MINIMUM (WITH +/-4" SLUMP).
- 13. REINFORCEMENT DETAILS PER ACI 318 AND IBC.
- 14. BASE PLATE GROUT: NON-SHRINK, MINIMUM 8000 PSI STRENGTH.

FINISH SCHEDULE

- 16. ALTERING OR SUBSTITUTING OF REINFORCEMENT MUST HAVE ENGINEER OF RECORD APPROVAL.
- 17. PLACEMENT OF CONDUIT MUST HAVE ENGINEER OF RECORD APPROVAL.

CANO 2 ⋖ 귱 S m

RBI SOLAR

5513 VINE STREET CINCINNATI, OH 45217

513.242.2051 FAX: 513.242.0816

NOT FOR

CONSTRUCTION

RESPONSIBLE FOR

ONSTRUCTION THAT IS JILT FROM SET LABELED

"NOT FOR CONSTRUCTION"

PROFESSIONAL SEAL

CanadianSolar BiHiKu HIGH POWER BIFACIAL MONO PERC MODULE 425 W ~ 455 W UP TO 30% MORE POWER FROM THE BACK SIDE CS3W-425 | 430 | 435 | 440 | 445 | 450 | 455MB-AG 41°C Low temperature coefficient (Pmas) 4.34 %/ °C Better shading tolerance

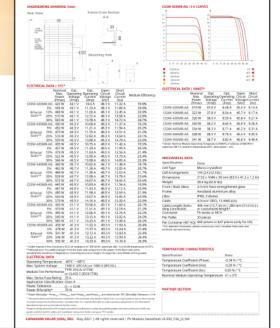
MADEAN SOLAR JUSAL INC. ID Dak Road, Suite dill. Malnut Creek, CA 94597, USA | www.cskolar.com/sta | service.caltoskolar.com

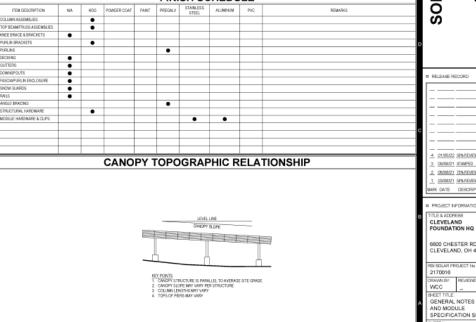
MANAGEMENT SYSTEM CERTIFICATES*

△ @ (€ @ ◎■

EC 6/12/5 / JEC 6/1790 / CE / MCS / JAMETRO SEC (UR Promis) (UL 6/1790 / SEC 6/1791 / JEC 62796 / JEC 60060 2-68

CANADIAN SOLAR (USA), INC. is committed to providing high CANAGIAM SOLAR, (USA), INC. is committed to providing quality seller products, solar system solicitors and services customers around the world. Canadian Solar was recognis at the No. 1 models supplier for quality and performance price ratio in the IHS Modula Customer Insight Survey, and is a leading by Parigicic developer and manufacturer of solar nediales, with over \$2.6M deployed around the world size affects.



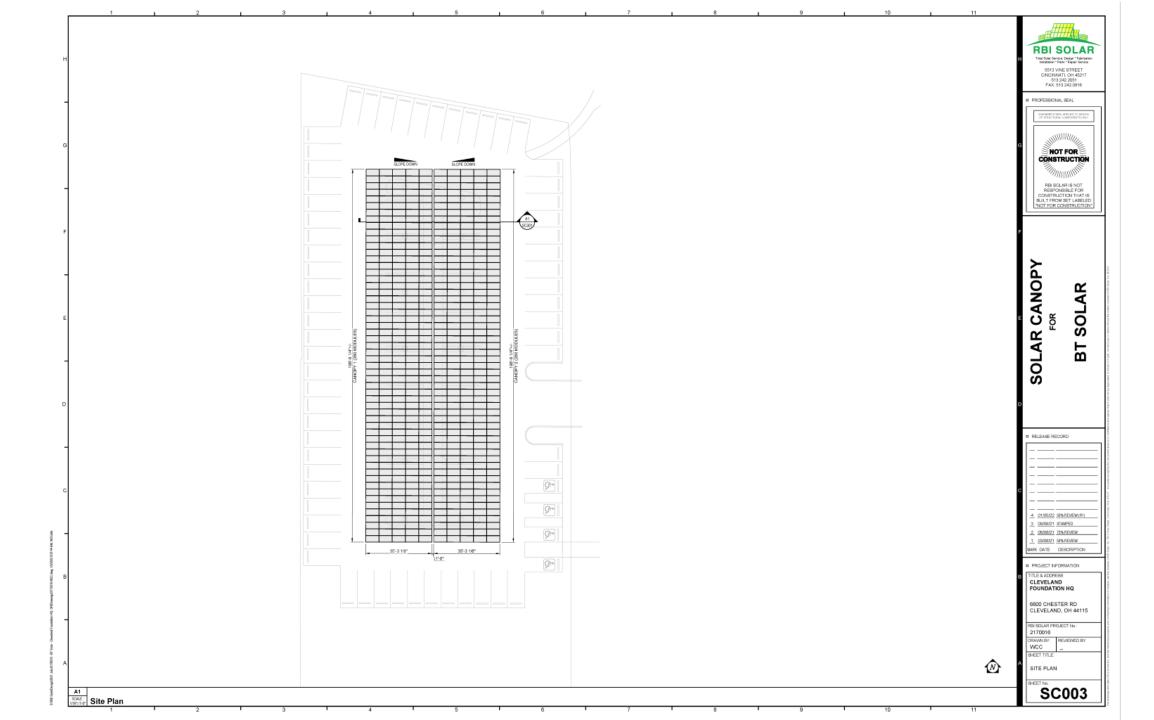


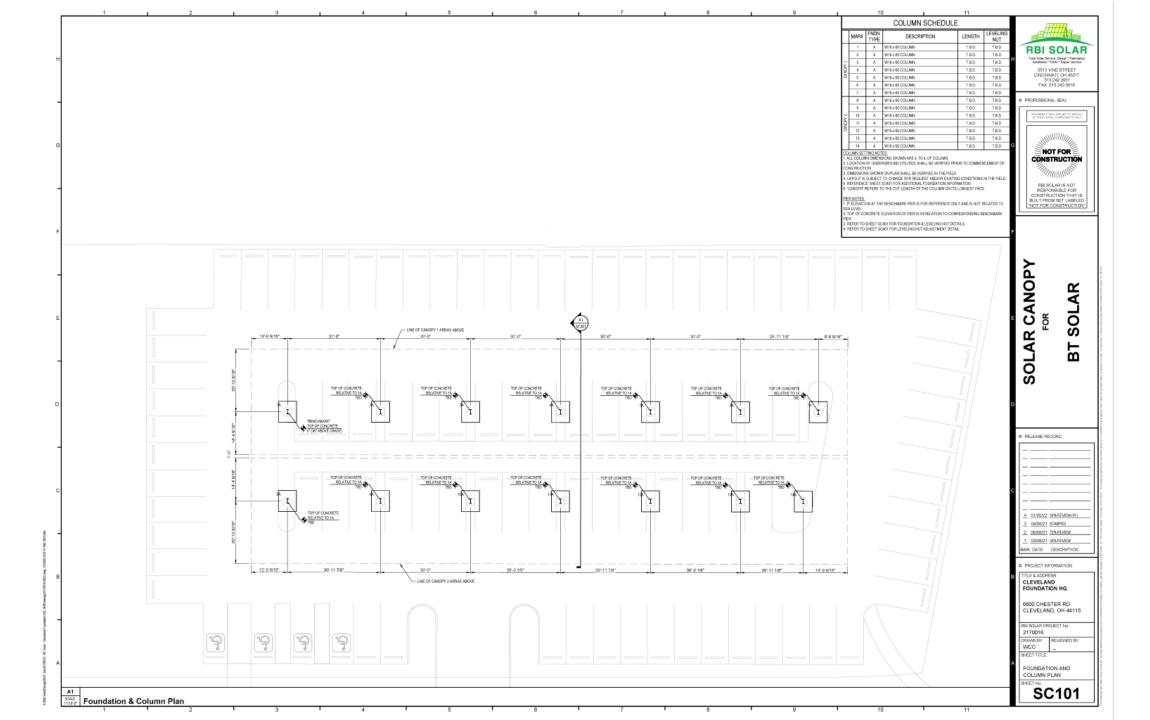
01/05/22 58% REVIEW (R1) 3 09/08/21 STAMPED 2 06/08/21 75%/REVIEW 1 03/08/21 58% REVIEW MARK DATE DESCRIPTION PROJECT INFORMATION FOUNDATION HQ 6600 CHESTER RD

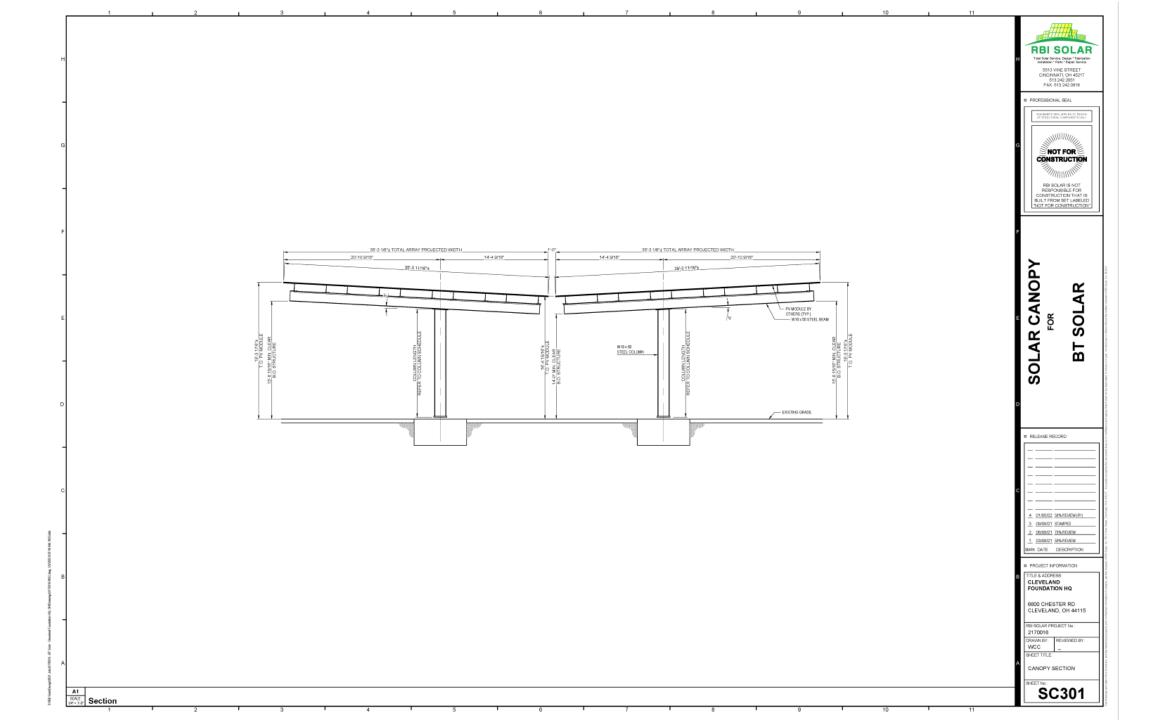
CLEVELAND, OH 44115

SPECIFICATION SHEETS

SC002







Public Hearing

Calendar No. 22-012:

11500-11508 Lorain Ave. Violation Notice

Ward 11

Media, LLC., owner, appeals under the authority of Section 76-6 of the Charter of the City of Cleveland and Section 329.02(d) of the Cleveland Codified Ordinances from Notice of Violation Number V19034271 issued on October 7, 2019 by the Cleveland Department of Building and Housing for failure to comply with Section 327.02(c) of the Cleveland Codified Ordinances which states that there shall be no change, substitution or extension in the use of any building or premises until the required use permit and Certificate of Occupancy has been issued by the Division of Building and. (Filed November 12, 2019).





Calendar No. 22-012:

11500-11508 Lorain Ave. Violation Notice

Ward 11



SWEARING IN ALL WHO ARE PRESENT FOR THIS CASE:

DO YOU SWEAR OR AFFIRM THAT THE TESTIMONY YOU ARE ABOUT TO GIVE IS THE WHOLE TRUTH AND NOTHING BUT THE TRUTH?

Please Raise Your Hand.
Reply with <u>I DO,YOUR NAME and YOUR ADDRESS.</u>

Calendar No. 22-012:

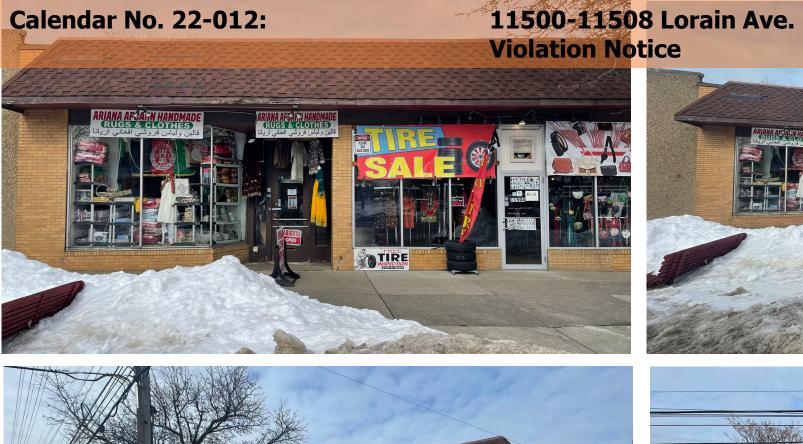
11500-11508 Lorain Ave. Violation Notice

Ward 11



LEGAL STANDARD

Madam Chair, Members of the Board, Appellant is appealing an administrative decision. The standard of review to be applied is whether the administrative decision was illegal, arbitrary, capricious, unreasonable or unsupported by the preponderance of substantial, reliable, and probative evidence. If the Appellant fails to meet this burden, the administrative decision must be affirmed



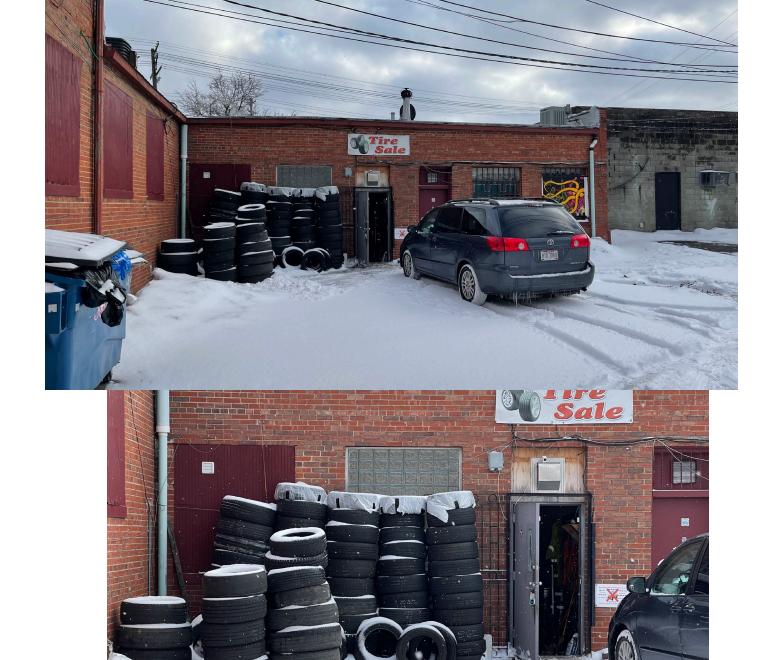


Ward 11









12-012

CITY OF CLEVELAND BOARD OF BUILDING STANDARDS & BUILDING APPEALSCEIVED

IAN 2:5 REC'D

DO NOT WRITE IN THIS SPACE BOARD OF ZONING APPEALS

NOTICE OF THIS APPEAL HAS BEEN FURNISHED TO THE ADMINISTRATIVE OFFICIAL UPON WHOSE DECISION THIS APPEAL IS BASED. YES _____ NO ____

	A DDE	AL FROM ADMINISTRATIV	E DECISION	
	APPE	AL FROM ADMINISTRATIV	January 24, 2	022
			DATE Candary 21, 2	
APPELLANT/OWNE	er of record M	edia, LLC		
MAILING ADDRESS	730 Miner Road	l, Highland Heights, Ohio	14143	
	(street)	(city)	(state)	(zip code)
AGENT/ATTORNEY Andrew M. Fowerbaugh				
MAILING ADDRESS	20006 Detroi	t Rd., Suite 200, Rock	y River, OH 44116	
	(street)	(city)	(state)	(zip code)
HEARING NOTICE	TO BE MAILED TO	: Andrew M. Fowerbar		
		20006 Detroit Rd., Sui	te 200, Rocky River, O	H 44116
LOCATION OF PRE	MM. OF BLDG./HOU MISES 11500-1	s piv. of fi 1508 Lorain Avenue (
NUMBER OF STORI	ies <u>~</u>			_
OCCUPANCY CLAS	SSIFICATION:	RESIDENTIAL \square	ASSEMBLY 🗆	BUSINESS 🖸
, w.:		INDUSTRIAL \square	OTHER	A
ATTACHED AND M	MADE A PART OF	THIS APPEAL, THE FOLLOW	VING IS SUBMITTED:	
				-
		SIGNATURE AMOUNT	MA. Town	41/
		PRINT NAME Andrew	Л. Fowerbaugh	
	The state of the s	TITLE Attorney for C	wner	
THE .	in the state of th	PHONE NO. (216) 24	1-0140	
	Email Address ar	nf@stickneystickney.com	***************************************	SPANIS CONTRACTOR CONT

THE CITY OF CLEVELAND DEPARTMENT OF BUILDING & HOUSING DIVISION OF CODE ENFORCEMENT 601 LAKESIDE AVE. CLEVELAND, OH 44114



NOTICE OF VIOLATION OF BUILDING AND HOUSING ORDINANCES

ARD: 11	ISSUE DATE: 12/27/2021
ENSUS TRACT: 101400	PPN: 00509030
ROP. ADDRESS: 11502 Lorain Ave, Cleveland	OH AKA: 11502 LORAIN 11500-11508 LORAIN
	SIBLE PARTY(S)
MEIDA , LLC 11500-11508 LORAIN AVE	
CLEVELAND, OH 44111	
NET	
MEIDA , LLC 11502 LORAIN AVE. CLEVELAND, OH. 44111	
MEIDA , LLC	
730 MINER RD. HIGHLAND HTS, OH. 44143	
INTERES	STED PARTY(S)
JIANYING HUA STAT. AGENT	
730 MINER RD. HIGHLAND HTS., OH 44143	
HIGHLAND H15., OH 44143	
OCCUP./USE:	INSPECTION DATE: 12/16/2021
KIND OF STRUCTURE: 1 Sty. Masonry	VIOLATION #: V21034439
ZONING DISTRICT: Local Retail Business	VIOCATION #. V21034439
NUMBER OF DWELLING UNITS: 1	
aTYPE OF VIOLATION: Zoning	
79	
THIS NOTICE SHALL BE COMPLIED WITH AND LISTED "COMPLY DATE".	O ALL VIOLATIONS CORRECTED BY THE BELOW
FAILURE TO COMPLY WITH THIS NOTICE WIL	L RESULT IN PROSECUTIVE ACTION OR PENALTY
AS PROVIDED BY LAW.	LE RESULT IN PROSECUTIVE ACTION OR PENALTY
PLEASE CONTACT THE INSPECTOR UPON R	ECEIPT OF THIS NOTICE.
TO CONTACT VOLID INSPECTOR CALL MONE	AAVTUDU EDDAY
TO CONTACT YOUR INSPECTOR CALL MONE	
INSPECTOR: MLADEN MEDANCIC PHONE	mmodenele@eitreleveleedeb
Page 1 V21034439 - 11502 Lorain Ave, Clevelan	

WHITE / RRSERA

YELLOW/RITTIDING DEPARTMENT

RITE/APPELLANT-OWNER OF RECORD

RIGHT TO APPEAL

You have the right to appeal this notice. If you wish to appeal, you must file a written appeal within 30 days of the issuance date on this notice. The appeal must be filed at:

Cleveland City Hall 601 Lakeside Avenue, Room 516 Cleveland, Ohio 44114

SEQ NO COMPLY DATE NATURE OF VIOLATION

COMMENTS

1 01/26/2022

30 [327.02(B)ZONING]: NO BUILDING SHALL BE ERECTED, ALTERED OR ENLARGED UNTIL A PERMIT FOR SUCH ERECTION, ALTERATION OR ENLARGEMENT HAS BEEN STORAGE

MERCANTILE USE CHANGED TO TIRE 2 14 1

ISSUED BY THE COMMISSIONER OF

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: MLADEN MEDANCIC PHONE: 664-2609

mmedancic@city.cleveland.oh.us

Page 2 V21034439 - 11502 Lorain Ave, Cleveland, OH 44111

CITY OF CLEVELAND BOARD OF BUILDING STANDARDS AND BUILDING APPEALS

Appeal by)	APPEAL STATEMENT OF
)	MEIDA, LLC
MEIDA, LLC)	
730 Miner Road)	
Highland Heights, Ohio 44143)	
)	
Of)	
)	
CITY OF CLEVELAND, DIVISION OF)	
CODE ENFORCEMENT, NOTICE OF)	
VIOLATION # V21034439)	
DATED 12/27/2021)	

Pursuant to Cleveland Codified Ordinance section 3103.09(g), Meida, LLC, through the undersigned counsel, appeals the Notice of Violation of Building and Housing Ordinances issued by the City of Cleveland, Department of Building & Housing, Division of Code Enforcement dated December 27, 2021, and identified as Violation # V21034439.

As the basis for its appeal Meida, LLC, says that it holds title to premises at 11508 Lorain Avenue, Cleveland, Ohio. Meida, LLC, has leased the premises at 11508 Lorain Avenue, Cleveland, to Suleiman Abdulrahman Mohamed since December 1, 2020. The written lease is for commercial purposes only. Pursuant to this lease, the tenant is obliged to follow all laws and ordinances. The lease places the obligation upon the tenant to seek all necessary licenses and permits for the performance of its commercial activities and use or modification of the premises.

Meida, LLC, has forwarded a copy of the Notice of Violation to the tenant, but as of this time, the tenant retains the exclusive right of possession to the premises.

Meida, LLC, is in the process of pursuing compliance from the tenant regarding the Notice of Violation. As of this appeal statement, Meida, LLC, has served a Notice of Default upon the tenant, as required under the written lease. Pursuant to the lease, the tenant is provided with 30 days to remedy any violations. If after this time the tenant has not remedied the violations to the satisfaction of both the City of Cleveland Department of Building & Housing as well as Meida, LLC, Meida, LLC will pursue recovery of the premises by posting a Notice to Vacate and pursuing any forcible entry and detainer proceedings needed. Until such time as Meida, LLC has fulfilled the requirements of the lease terms and acquired an order of restitution for the premises, it is viewed as a trespasser to the premises under the law, and cannot enter thereon to remedy any violations.

Respectfully submitted,

Andrew M. Fowerbaugh (0070064) Stickney & Stickney, LLP 20006 Detroit Road, Suite 200

20006 Detroit Road, Suite Rocky River, Ohio 44116

Phone (216) 241-0140

Fax (216) 930-4355

Email amf@stickneystickey.com

Attorney for Meida, LLC

MEIDA, LLC 730 Miner Road Highland Heights, Ohio 44143

January 24, 2022

City of Cleveland
Board of Building Standards
& Building Appeals
Cleveland City Hall
601 Lakeside Avenue, Room 516
Cleveland, Ohio 44114

RE: Owner's Authorization of Appeal

Dear Sir or Madam,

3 2 11

I am an authorized member of Meida, LLC and pursuant to its operating agreement, I am authorized to represent and to delegate such authority. Meida, LLC, is the title holder of land at 11508 Lorain Avenue, Cleveland, Ohio.

By this letter, I authorize the attorneys of Stickney & Stickney, LLP, particularly Andrew M. Fowerbaugh, to represent Meida, LLC and appeal the notice of violation of building and housing ordinances identified as violation # V21034439 and dated 12/27/2021. This authorization shall include appeals to all boards and agencies of the City of Cleveland, as well as representation before the Cleveland Municipal Court Housing Division.

Very truly yours,

For Meida, LLC

. .

Public Hearing

Calendar No. 22-013:

1327 W. 102 Street

Ward 15

Rising Time Investment LLC, owner, proposes to establish use as three family residence in a B1 Two-Family Residential District. The owner appeals for relief from the strict application of the following sections of the Cleveland Codified Ordinances:

- 1. Section 337.03(a) which states that a three-family dwelling is not permitted in a Two-Family Residential district but is first allowed the Multi-Family district.
- 2. Section 355.04(b) which states that in a "B" Area District a minimum lot area of 2,400 square feet per dwelling unit is required or in this case 7,200 square feet foot are required and the existing lot is 5,200 square feet.
- 3. Section 349.04 which states that three parking spaces are required, and no parking spaces are provided.
- 4. Section 349.07(a) which states that all parking spaces and maneuvering area shall be paved, drained and graded within parking area. (Filed January 27, 2022)





Calendar No. 22-013:

1327 W. 102 Street

Ward 15



SWEARING IN ALL WHO ARE PRESENT FOR THIS CASE:

DO YOU SWEAR OR AFFIRM THAT THE TESTIMONY YOU ARE ABOUT TO GIVE IS THE WHOLE TRUTH AND NOTHING BUT THE TRUTH?

Please Raise Your Hand.
Reply with <u>I DO,YOUR NAME and YOUR ADDRESS.</u>

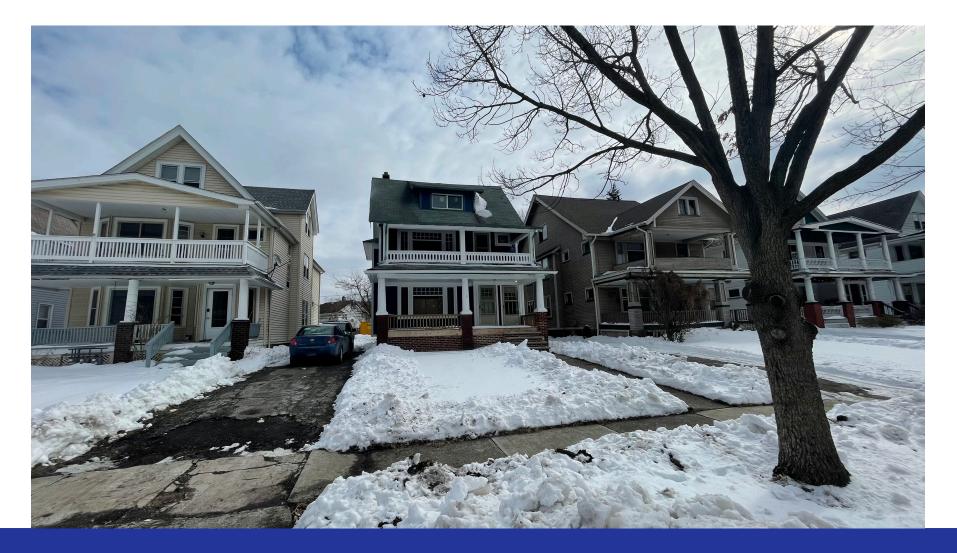
Calendar No. 22-013:

1327 W. 102 Street

Ward 15



HISTORY OF THE PROPERTY



Calendar No. 22-013:

1327 W. 102 Street

Ward 15



LEGAL STANDARD

Madam Chair, Members of the Board, Appellant is requesting a use variance and area variances from the minimum lot size and off street parking regulations of the zoning code.

To obtain the use variance, Appellant must prove that denying the request:

- 1. Will result in an **unnecessary hardship** particular to the property such that there will be no economically feasible use of the property without the variance;
- 2. Will deprive the Appellant of substantial property rights; and
- 3. That granting the variance will not be contrary to the purpose and intent of the zoning code.

To obtain the area variances, Appellant must prove that denying the request:

- 1. Will create a **practical difficulty** not generally shared by other land or buildings in the same district;
- 2. Will deprive the Appellant of substantial property rights; and
- 3. That granting the variances will not be contrary to the purpose and intent of the zoning code.

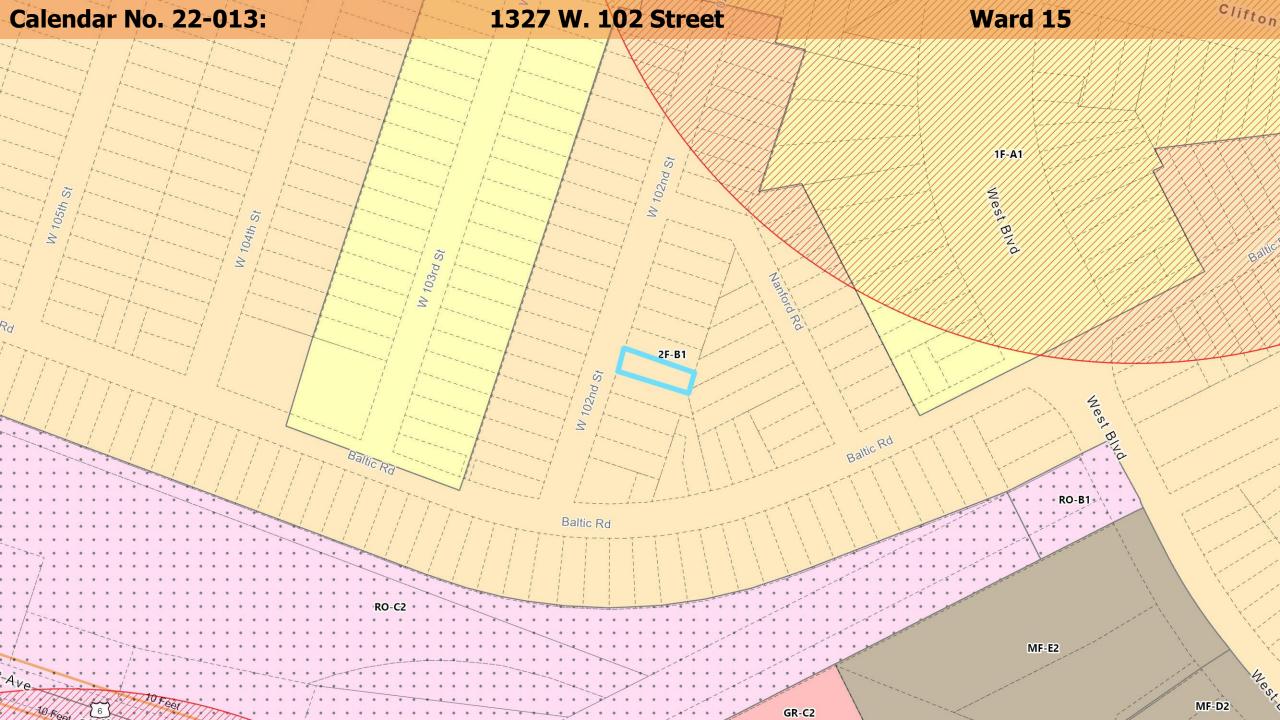


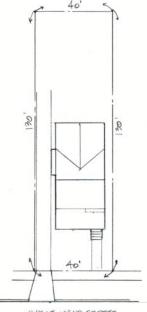












WEST 10240 STREET

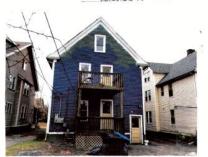
· PLOT PLAN . SCALE 1 = 20:0'



REQUIREMENTS

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS,

- 2 OBTAIN ALL PERMITS
- 3 HAUL AWAY ALL DEBRIS
- 4 ALL HEW WORK TO MEET THE RESIDENTIAL CODE OF OHIO
- 5 ALL NEW PLUMBING FIXTURES TO BE CONHECTED TO EXISTING WASTE, VEHTING AND HOT AND COLD WATER LINES.
- 6 90% EFFICIENT FURNACE FOR FIRST AND SECOND FLOORS.
 THIRD FLOOR TO RECIEVE PASEBOARD HEATERS.
- 7. ALL ELECTRICAL WORK TO MEET THE HATIOHAL ELECTRICAL CORE
- A. ALL GUTTERS TO BE CONNECTED TO EXISTING STORK.
- 9. THIS HOUSE HAS BEEN A THREE FAMILY HOME AND HAS THREE GAS CERVICES AND THREE ELECTRICAL SERVICES.
- 14. THREE SEPARATE WATER HE ATERS ARE LOCATED IN THE PASEMENT TO SUPPLY THE THREE TEHANTY.
- IL EACH TEHANT HAS TWO MEANS OF EGRESS.
- 12. THE HOUSE HAS RECENTLY BEEN PAINTED, OWNER TO HAVE OPTION TO VINYL SIDE THE HOUSE. IF VINYL SIDING IS USED, CONTRACTOR TO FOLLOW MANUFACTURER'S SPECIFICATIONS
- B ANY NEW FRAMING LUMBER TO BE FIRST QUALITY HE 2 OR PETTER, HE MLOCK, FIR OR YELLOW PINE.
- 14 SCOPE OF WORK: THIS IS AN EVISTING & FAMILY HOUSE . THE OWHER IS THSTALLING NEW CAPINETS, MITCHEN AND PATHROOM FIXTURES IN THE SAME LOCATION AS EXISTING . HE IS ALSO INSTALLING NEW ELECTRICAL PAHELS AND NEW FURHACES USING EXISTING DUCT WORK, THE HOUSE HAS 3 EXISTING GAS & ELECTRICAL SERVICES.











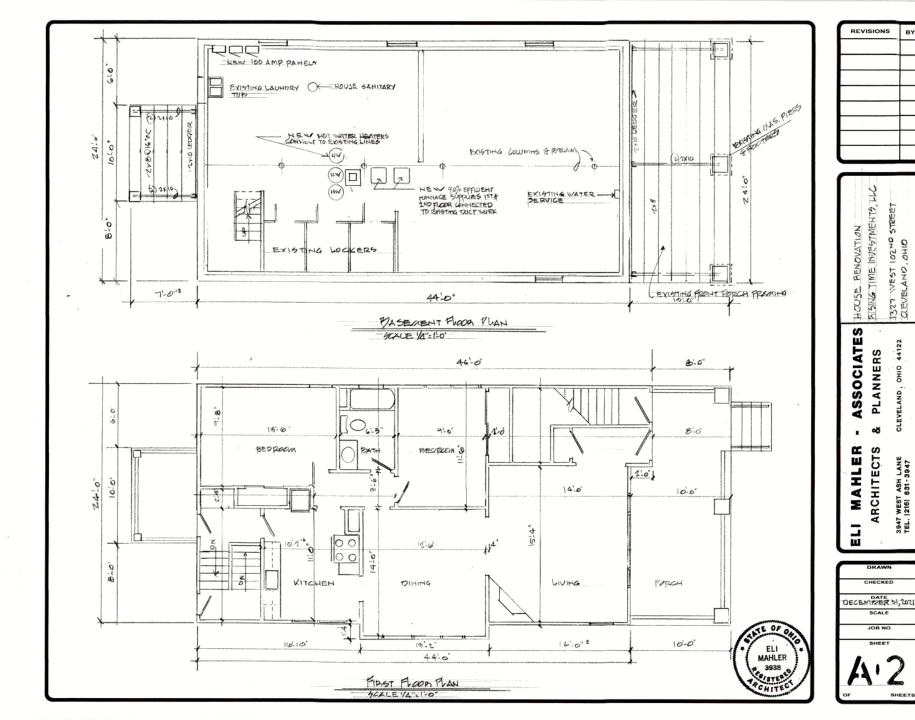
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ST 102" STREET RENOVATION TIME INVESTMENTS, HOUSE 1327 CLE

SOCIATE PLANNERS

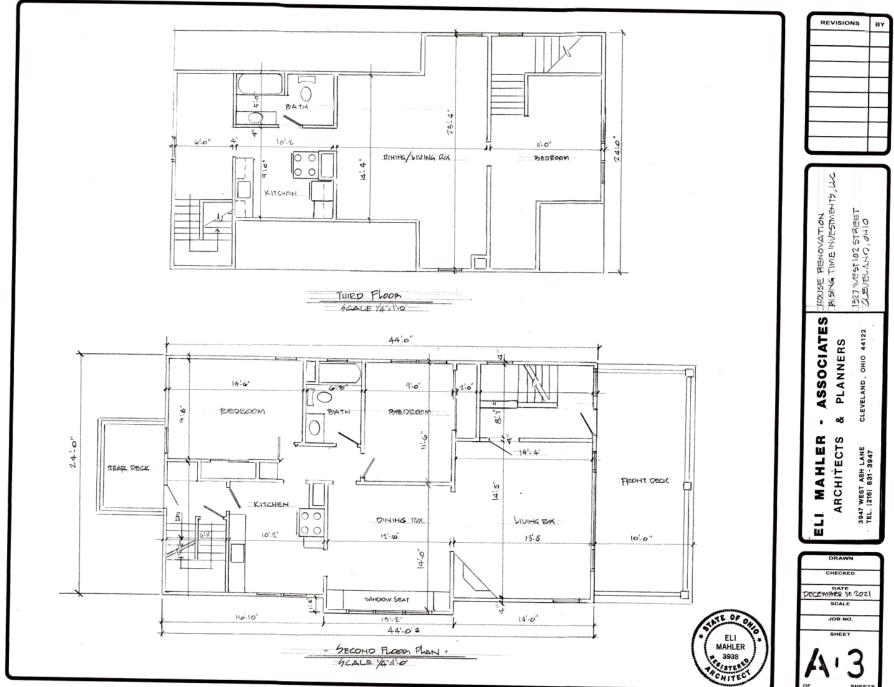
ARCHITECTS

DECEMBER 30,2021 SCALE



CIEVELAND,

7 WEST ASH LANE [216] 831-3947



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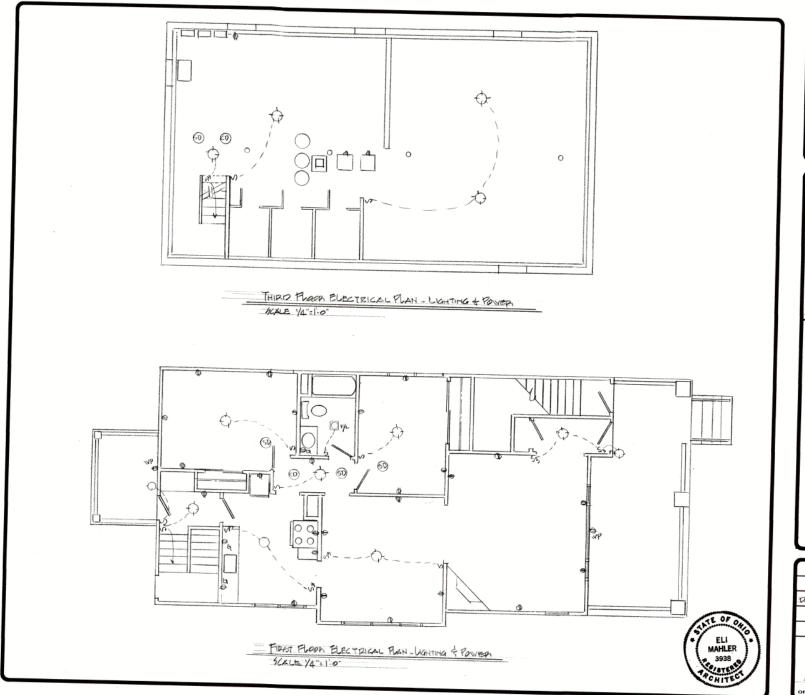
PLANNERS MAHLER ARCHITECTS

R ASH LANE 831-3947

CLEVELAND, OHIO

VELAND, OHIO 44122

DECEMBER 30 2021

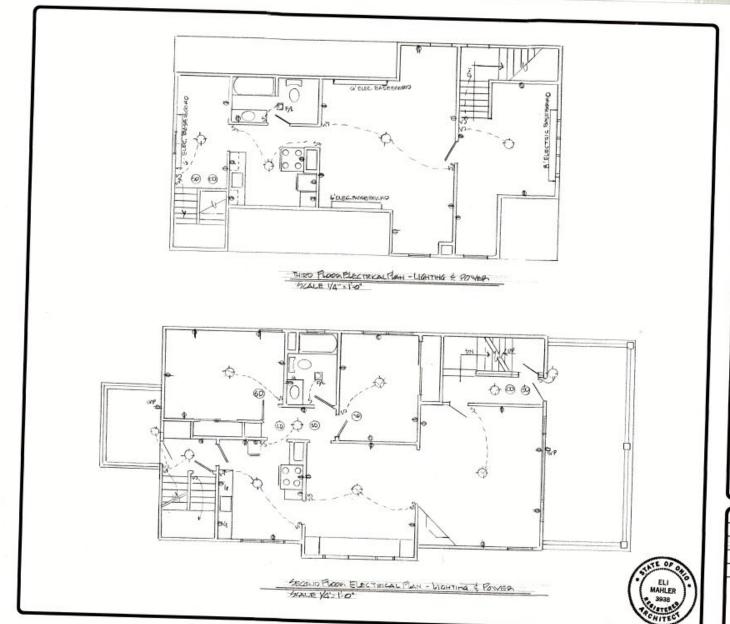


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ASSOCIATES HOUSE RENOVATION
PLANNERS
1327 WEST 102-19 STERET

ELI MAHLER - ASS
ARCHITECTS & PLA
3947 WEST ASH LANE
TEL. [216] 831-3947

DRAWN
CHECKED
DATE DATE
SCALE
JOB NO.
SHEET





ASSOCIATES PLANNERS

December 5,2021

I MAHLER ARCHITECTS

CALCULATION ELECTRIC SERVICE-FIRST AND SECOND FLOOR TENANTS

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	DIVIDED BY 140 VOLTY		22020 VATTY
	ELECTRIC BASEBOARD HEATING	_	8400 VATT4
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-	SFI I REQUIRED	=	2400WATT
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Mary Comments	TOTAL	=	900 WATT
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	SMALL APPLIANCES 4x 1500 WATES	=	2250 NATT



REVISIONS	BY
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ASSOCIATES HOUSE RENOVATION
PLANNERS ENSINE INVESTMENTS, INC.

ELI MAHLER ARCHITECTS

DECEMPAR 2/0/2021

From: jayblue303@aol.com <jayblue303@aol.com> **Sent:** Wednesday, February 23, 2022 10:34 AM **To:** Kukla, Elizabeth <Ekukla@clevelandohio.gov>

Subject: Zoning Variance Appeals Calendar No.22-013 1327 W. 102 Street.

Feb. 2, 2022

Good morning Elizabeth Kukla Jenny Spencer Ward 15

I have received a Board of Zoning Appeals letter stating that the address 1327 W. 1327 Street is requesting proposed "to establish use of as three family residence in a B1 Two-Family Residential District".

I property owner am AGAINST this.

Gary Drescher 1314 W. 102 Street Cleveland, Ohio 44102

Parking/Traffic is one reason, not adequate

Too many renters in the area that don't care about their property outside and the landlords do not take care of the properties once rented.

I am considering the quality of home life in the neighborhood, we have enough constant moving of people in and out all year. I do not want this neighborhood to become a cash cow for someone not living here.

Is there safety exits also for these renters to get out in case of a fire? Just wondered

Again, I do not wish this to become a three family residence.

Sincerely Gary Drescher 216-210-2442

Public Hearing

Calendar No. 22-014:

1250 Riverbed Street

Ward 3

1250 Riverbed Street LLC, owners, propose to establish use as 70-unit apartment building located within a K5 Limited Retail Business District and Urban Form Overlay District. The owner appeals for relief from the strict application of the following sections of the Cleveland Codified Ordinances:

- 1. Section 348.04(d)(4)(A) which states that accessory off-street parking spaces are required at the rate of twenty-five percent of the standard amount required in Section 349.04 of the zoning code. 18 spaces are required, and no parking spaces are proposed.
- 2. Section 341.02 which states that approval of the City Planning Commission/Department is required (Filed January 28, 2022)





Calendar No. 22-014:

1250 Riverbed Street

Ward 3



SWEARING IN ALL WHO ARE PRESENT FOR THIS CASE:

DO YOU SWEAR OR AFFIRM THAT THE TESTIMONY YOU ARE ABOUT TO GIVE IS THE WHOLE TRUTH AND NOTHING BUT THE TRUTH?

Please Raise Your Hand.
Reply with <u>I DO,YOUR NAME and YOUR ADDRESS.</u>

Calendar No. 22-014:

1250 Riverbed Street

Ward 3



HISTORY OF THE PROPERTY



Calendar No. 22-014:

1250 Riverbed Street

Ward 3



LEGAL STANDARD

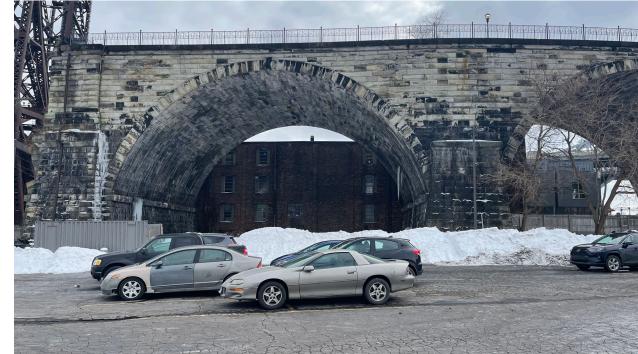
Madam Chair, Members of the Board, Appellant is requesting an area variance from the offstreet parking regulations of the zoning code.

To obtain the area variance, Appellant must prove that denying the request:

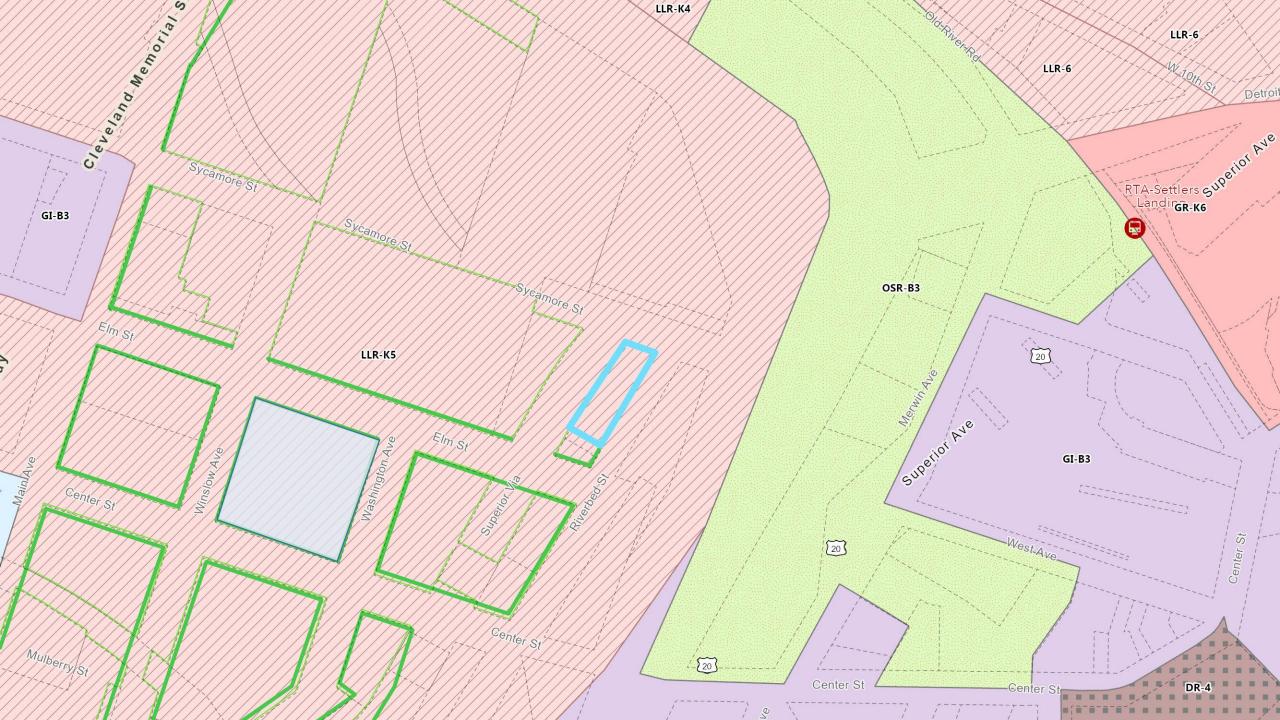
- 1. Will create a **practical difficulty** not generally shared by other land or buildings in the same district;
- 2. Will deprive the Appellant of substantial property rights; and
- 3. That granting the variance will not be contrary to the purpose and intent of the zoning code.

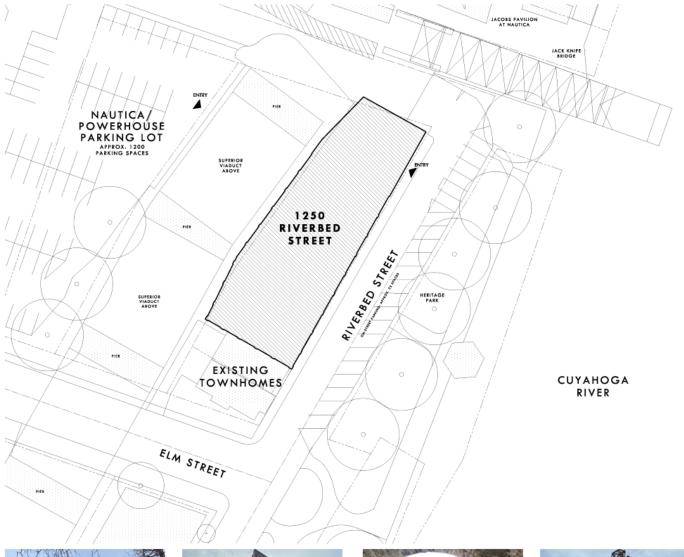










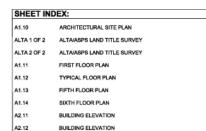
















APT DEVELOPMENT GROUP CLEVELAND, OH www.aptdevelopmen



A P O L L O A P A R T M E N T S 1250 RIVERSED STREET CLEVELAND, OH

AREA AND UNIT SUMMARY: PARTMENT UNIT QTYS. NET RESIDENTIAL AREAS BUILDING GROSS AREA XISTING BUILDING EXISTING BUILDING 1ST FLOOR 13 UNITS 5,362 SF 2ND FLOOR 18 UNITS 8.566 SF 11,379 GSF SRD FLOOR 18 UNITS 11,379 GSF 4TH FLOOR 8,568 SF 11,379 GSF 18 UNITS 2,734 GSF 5TH FLOOR 3 UNITS 1,736 SF 6TH FLOOR 2,734 GSF 70 UNITS 32,792 SF 50,984 GSF AVG. UNIT AREA: 468 SF

EXISTING BUILDING'S CONSTRUCTION ASSEMBLES CONSIST OF MASONRY EXTENDR BEARING WALLS AND AN INTERIOR WOLD STRUCTURAL FRAME PROJECT CODE APPROACH ASSUMES THE STRUCTURE WILL BE CLASSIFIED AS TYPE II A CONSTRUCTION AND INCLIDE AN INTPA-13 AUTOMATIC THE BUPPHESSION SYSTEM.



SITE DATA:		
ZONING USE DIST.	LLR: LIMITED RETAIL	
AREA DISTRICT:	K (8x LOT AREA)	
HEIGHT DISTRICT:	5 (250 FT, MAX)	
PROPOSED USE	RESIDENTIAL, OFFICE	E
ACREAGE	+/- 0.253 ACRES (11,	020 SF)
PROPOSIID UNITS	70 UNITS	
TOTAL FLAREA	+/- 50,984 GSF	
BUILDING FOOTPRINT	+/- 11,379 SF (100%)	CONTRACE
	-3- 11,010 or (100.00	covervice)
ON-SITE PARKING	1 PER DWELLING UNIT 1 PER 500 SF OFFICE 70% REDUCTION PER UF	- 70 SPACES - 3 SPACES OVERLAY SPACES REQUI
ON-SITE PARKING	1 PER DWELLING UNIT 1 PER 500 SF OFFICE 70% REDUCTION PER UI 26 X 78 = 19 MORE PROMISED, VARIA	- 70 SPACES - 3 SPACES OVERLAY SPACES REQUI



ISSUE
▲ 08.10.2021 ZONING ONLY
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TITLE SHEET SITE PLAN SCALE: 1" = 20'-0" PROJECT # CHECKED BY

COPYRIGHT @ 2021 ALL RIGHTS RESERVED

August 10, 2021

PLOT DATE

ALTA/NSPS LAND TITLE SURVEY

1250 RIVERBED STREET LLC. A NEW YORK LIMITED LIABILITY COMPANY. APT DEVELOPMENT GROUP, LLC. AN OHIO LIMITED LIABILITY COMPANY AND CHICAGO TITLE INSURANCE COMPANY

> SITUATED IN THE CITY OF CLEVELAND, COUNTY OF CUYAHOGA AND STATE OF OHIO: AND KNOWN AS BEING PART OF SUBLOT NOS. 388, 389, 390, 391, 392, 393, 394 AND AN UNNUMBERED LOT LYING NEXT NORTHERLY OF SUBLOT NO. 388 IN BLOCK P IN THE BUFFALO COMPANY'S ALLOTMENT OF PART OF ORIGINAL BROOKLYN TOWNSHIP LOT NOS. 51 AND 70



VISHOWS NEARBY STREETS, AND MAJOR CONNECTORS, ONLY

LOCATION MAR

PROPERTY ACCRESS AS LISTED IN THE TITLE COMMITMENT.

SURVEYOR'S CERTIFICATE 1250 RIVERBED STREET LLC. A NEW YORK UNITED LIABILITY COMPANY, APT DEVELOPMENT GROUP, LLC, AN OHIO UNITED LIABILITY COMPANY AND CHICAGO

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2001 MINIMUM STANDAR DETAIL REQUIREMENTS FOR ALTANSPS LAND TITLE SURVEYS, JOINTLY ESTABLES ED AND ADOPTED BY ALTA AND INSPS, AND INCLIDES TABLE A ITEMS 1, 2, 3, 4, 5, 6, 7(a, 6), 6, 11(a), 15, 16, 17, 16 AND 20. THE FIELDWORK WAS COMPLETED ON JULY 06, 2001.

DATE:JULY 30, 2021

LICENSED PROFESSIONAL SURVEYOR OHIO LICENSE NO. 8374 SCHUNCK@MANNKSMITHGROUP.COM

REFERENCE DOCUMENTS:

- 1. BASED ON RECORDED PLATS FROM CLIVAHOGA COUNTY, DHID RECORDS
- Basen on Benoenen neen nescelettoks consid it washings consider dialo peccients.
- 3. BASED ON DOCUMENTS PROVIDED BY THE CLIENT.
- BASED ON DOCUMENTS PROVIDED IN THE COMMITMENT FOR TITLE INSURANCE BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NUMBER 21ST/04/071, EFFECTIVE DATE: 04/25/2221.

NO ZONING REPORT OR LETTER WAS PROVIDED BY CLIENT, PER ALTANSPS STANDARDS. AN APPLICATION OF PRELIMINARY ZONING WAS SUBMITTED TO THE CITY OF CLIEVELAND ON DIVERSION.

FLOOD ZONE DESIGNATION

THE SUBJECT PARCEL LIES WITHIN ZONE AS: AREAS DETERMINED TO BE WITHIN THE 1.0 % ANNUAL CHANCE FLOODPLAIN.

SOURCE MED MATIONAL FLOOD INSURANCE PROGRAMS FIRM (FLOOD INSURANCE RATE MAP), MAP NUMBER 390350177F. EFFECTIVE DATE 09152919.

SURVEY NOTES

- DATEISLOF FIELD SURVEY: JULY 02 & 08, 2021.
- 2. THERE WERE APPARENT ENCROACHMENTS OBSERVED, SEE SURVEY MAP ALONG SUBJECT PROPERTY LINES.
- 3. PARCELS ARE CONTIGUOUS WITH EACH OTHER AND ADJOINING PARCELS. THERE ARE NO GAPS, GORES OR OVERLAPS BETWEEN THEM.
- 4. SUBJECT PROPERTY CONTAINS BUILDINGS.
- 4. THE PROPERTY DESCRIBED ON THE SURVEY IS THE SAME PROPERTY AS INSURED ON THE TITLE COMMITMENT.
- 5. THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO VIRGINIA STREET WEST. A PUBLIC RIGHT OF WAY.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON A LOCALIZED VERTICAL/HORIZONTIAL DATUM WITH THE ASSUMED CENTERLINE BEARING OF RIVERSED STREET BEING NIST 46'39'E.
- 7. NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES. NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- 8. NO OBSERVED EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- 8 NO PARKING SPACES DELAMINATED WITHIN THE SUBJECT PROPERTY.

EXISTING UNDERGROUND UTILITIES NOTE:

THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO QUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH HE DOES CIPYTEY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM FIELD INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

CLEVELAND WATER POLLUTION

NORTHEAST OHIO REGIONAL SEWER DISTRICT

CLEVELAND, OHO 44108 (216) 664-2513

DOMINION ENERGY OHIO

1201 E 55TH ST CLEVELAND, OH 44103

CLEVELAND, OH 44115

(800) 362-7557

(219) 681-9500

UTILITY COMPANIES:

CITY OF CLEVELAND (MATER) 2011 AMESIDE AVE E

> ILLUMNATING CO. (FIRST ENERGY) 11517 FRUITLAND CT CLEVELAND, OH 44102 (800) 633-4766

CLEVELAND PUBLIC POWER CLEVELAND, OH 44114 (216) 664-4600

(865) 972-3423

WESTERN RESERVE COMMUNICATIONS CLEVELAND, OH 44114

750 HURON RD E CLEVELAND, OH 44115 (216) 800-8265

SPRINT COMMUNICATIONS 230 W HURON RD STE, 145 CLEVELAND, OH 44113 (216) 687-0119

CHARTER COMMUNICATIONS (SPECTRUMTWC) 3441 STEEL YARD DR CLEVELAND, OH 44109 (800) 405-7063

LEGAL DESCRIPTION OF SUBJECT SURVEY AREA (AREA BEING CERTIFIED TO):

SITUATED IN THE CITY OF CLEVELAND, COUNTY OF CUYAHOGA AND STATE OF OHIO: AND KNOWN AS BEING PART OF SUBLOT NOS. 384, 389, 380, 381, 382, 383, 394 AND AN UNMUMBERED LOT LYING NEXT NORTHERLY OF SUBLOT NO. 388 IN BLOCK P IN THE SUFFALO COMPANY'S ALLOTMENT OF PART OF ORIGINAL BROOKLYN TOWNSHIP LOTINGS STAND TO, AS SHOWN BY THE RECORDED PLAT IN VOLUME S OF MAPS, PAGE 51 OF DUYA-HOCA COUNTY RECORDS, AND PART OF RIVERBED STREET, N.W., (PORMERLY RIVER STREET), NOW VACATED AND TOGETHER FORMING A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

RECOMMAND ON THE SOUTHERS YOURS OF SYCAMORE STREET, NIW, ARREST MIDE AT ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF SUPERIOR AVENUE.

THENCE EASTERLY ALONG THE SOUTHERLY UNE OF SYCAMORE STREET, N.W., ABOUT 47:54 FEET TO THE PRESENT NORTHWESTERLY LINE OF RIVERBED STREET, N. W. SAID LINE BEING ALSO THE SOUTHEASTERLY LINE OF THE PORTION OF RIVERBED STREET, N. W. VIXOATED BY ORDINANDE NO. 644-48 OF THE CITY OF CLEVELAND PASSED APRIL 29, 1948:

THENCE SOUTHWESTERLY, ALONG THE PRESENT NORTHWESTERLY LINE OF RIVERED STREET, N.H., TO THE NORTHEASTERLY CORNER OF LAND CONNEYED TO ALLAN MANCIN BY DEED GATED DECEMBER 28, 1972 AND RECORDED IN VIOLANE 19172, PAGE 41T OF CLIVAHOGA COUNTY RECORDS.

THENCE NORTHWESTERLY, ALONG THE NORTHEASTERLY LINE OF SAID LAND CONVEYED TO ALLAN MANCIN.

65.48 FEET TO THE SOUTHEASTERLY LINE OF SUPERIOR AVENUE N. W., AS AFORESAID

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF SUPERIOR AVENUE, N.W., TO THE PRINCIPAL PLACE OF BEGINNING CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NUMBER: 2137040471 EFFECTIVE DATE: APRIL 26, 2021 SCHEDULE B EXCEPTIONS:

REFERENCE ANNOTATION WHEN SHOWN ON THE MAP.

ANY LOAN POLICY BISSIED PURSUANT TO THIS COMMITMENT WILL CONTAIN THE FOLLOWING EXCEPTION:

OIL AND GAS LEASES, P.PELINE AGREEMENTS OR ANY OTHER INSTRUMENTS RELATED TO THE PRODUCTION OR SALE OF OIL AND GAS WHICH MAY ARRES SUBSEQUENT TO THE DATE OF THE POLICY PURSUANT TO PARAGRAPHID OF ONO REVISED CODE SECTION 1508.91 EFFECTIVE JUNE 30, 2010. NOT SHOWN ON MAP, THIS IS NOT SURVEY RELATED

COVENANTS AND RESTRICTIONS RELATIVE TO THE USE, CARE AND PROTECTION OF THE SUFERIOR VACUOT ESTABLISHED IN THE DEED FROM THE CITY OF CLEVELAND TO LORD BOWLER AND CO. FILED FOR RECORD OCTOBER 31, 1983 AND RECORDED IN VOLUME 363, PAGE 34 OF CAVAHOGA

NOT SHOWN ON MAP. THIS IS NOT SURVEY RELATED AFFIDAVIT OF LEE JAY TUCKER, CLAIMING THAT HE WAS PROMISED PRYMENT OF LOANS WIDE BY HIM TO NEWMAN AND NEWMAN, INC. THROUGH A MORTOAGE ON THE SUBJECT PREMISES AS A QUARANTEE OF PRIMENT OF LOANS TO THE CORPORATION, SHID AFFIDANT FILED FOR RECORD SEPTEMBER 30, 2014 AND BERNO CUMPAGOA COUNTY REQUESTIONS AREA 2012 (2008) 2017.

NOTE: THE PUBLIC RECORD DOES NOT REFLECT THE EXISTENCE OF A MORTGAGE GIVEN BY NEWMAN AND NEWMAN, INC., THE PREDICESSOR IN

AFFIDAVIT IN AID OF TITLE FILED FOR RECORD NOVEMBER 23, 2020 AND BEING CLIVAHOGA COUNTY FISCAL OFFICER'S AFN 2020/12/20103. NOT SHOWN ON MAP, THIS IS NOT SURVEY RELATED

- 11. OPEN END MULTIFAMILY MORTGAGE. ASSIGNMENT OF BENTS AND SECURITY AGREEMENT IN THE ORIGINAL AMOUNT OF \$85,000.00 FROM 1250 RIVERED STREET LLC, A NEW YORK LINITED LIMITITY COMPANY TO JOHN A. CASCIAIN FILED FOR RECORD SEPTEMBER 30, 2014 AND BEING CUVAHOGA COUNTY FISCAL OFFICERS. AFN. 2014/08/00/24. NOT SHOWN ON MAP, THIS IS NOT SURVEY RELATED
- 12. UCC FINANCING STATEMENT BY JOHN A CASCIAN, SECURED PARTY, ADAINST 1250 RIVERBED STREET LLC, DEBTOR, FILED FOR RECORD SEPTEMBER 30, 20 H AND BEING CUPW-HDGA COUNTY FISCAL, OFFICIERS AFN 2014/2000/24. NOT SHOWN ON MAP, THIS IS NOT SURVEY RELATED MEMORANDUM OF OPTION AGREEMENT SETWEEN 1350 RIVERBED STREET LLC, A NEW YORK LIMITED LIABLITY COMPANY AND APT DEVELOPMENT GROUP, LLC, AN OHIO LIMITED LIABLITY COMPANY FLED FOR RECORD MAY 5, 2021 AND BEING CLYAHOGA COUNTY RISCAL OFFICERS API

NOT SHOWN ON MAP, THIS IS NOT SURVEY RELATED

14. PENDING BOARD OF REVISION CASE FILED UNDER COMPLAINT NUMBER 003-19-007-2020

NOT SHOWN ON MAP, THIS IS NOT SURVEY RELATED

C DEVELOPMENT GROUP, LLC

RIVERBED - VIADUCT 1250 RIVERBED ST CLEVELAND, OH 44113

SHEET







16102 Chagrin Blvd. Suite 200 Shakar Heights, Ohio 44120 PHONT: 216-752-4300 FAX: 216-752-4301 www.RDLarchitects.com



APT DEVELOPMENT GROUP CLEVELAND, OH www.aptdevelopmentgrouplic.org

APOLLO APARTMENTS 1250 RIVERBED STREET CLEVELAND, OH

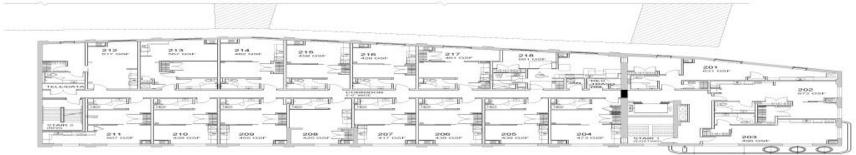


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FIRST FLOOR PLANS SCALE: 1/8" = 1'-0" PROJECT#

PLOT DATE August 10, 2021 COPYRIGHT @ 2021 ALL RIGHTS RESERVED A 1.11

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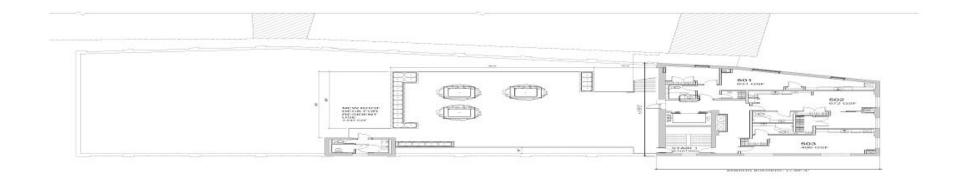
TYPICAL PLAN, FLOORS 2-4



AFRANK







FIFTH FLOOR PLAN

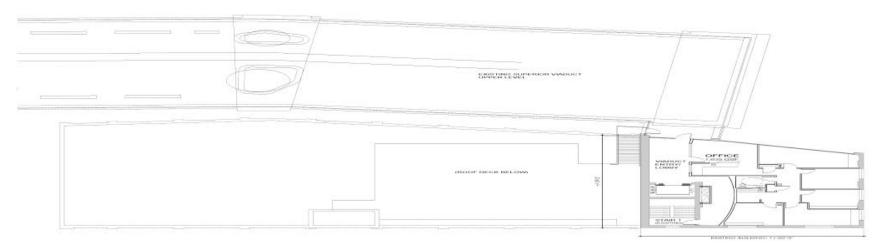


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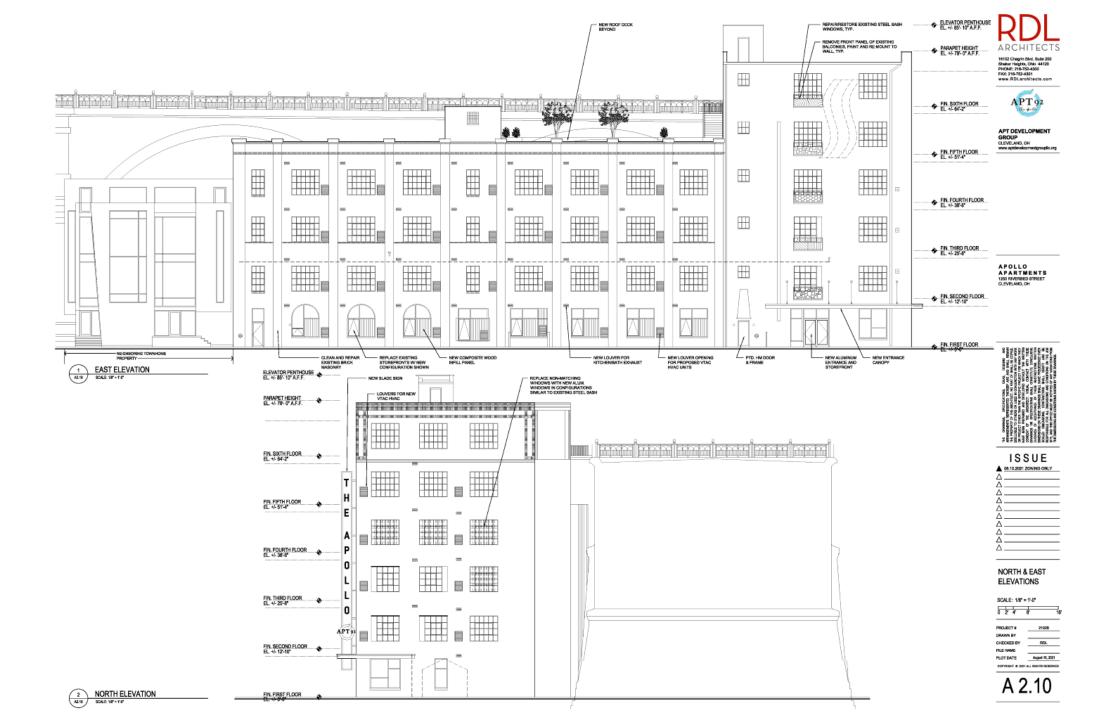
2DETH FLOOR PLAN

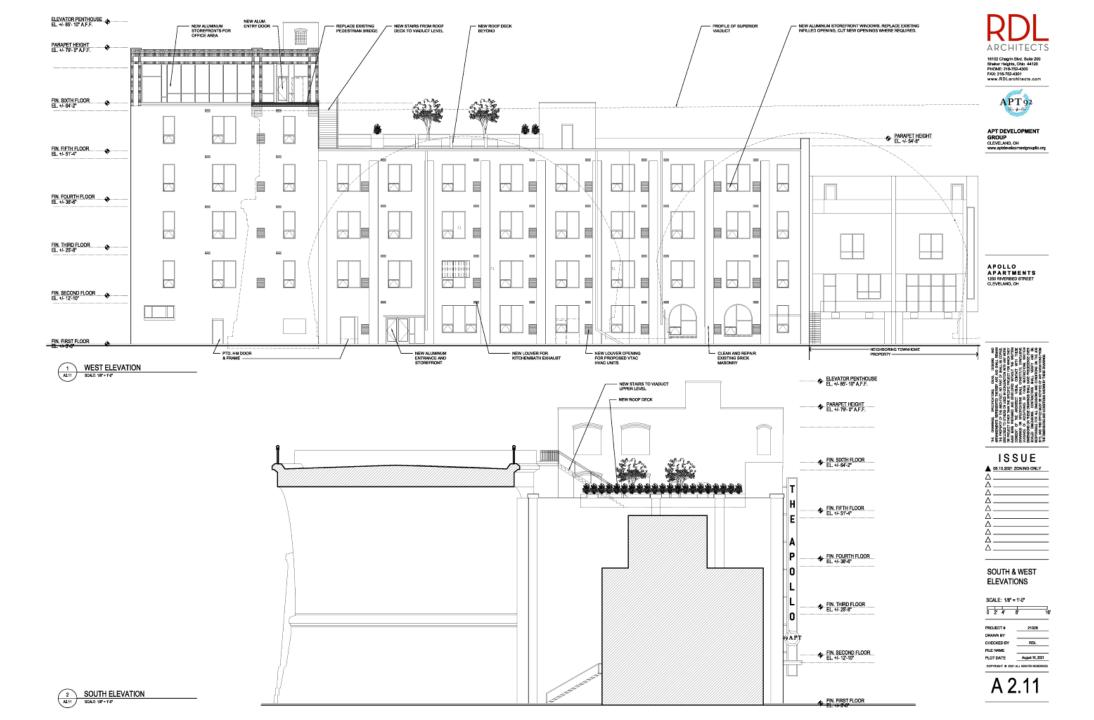


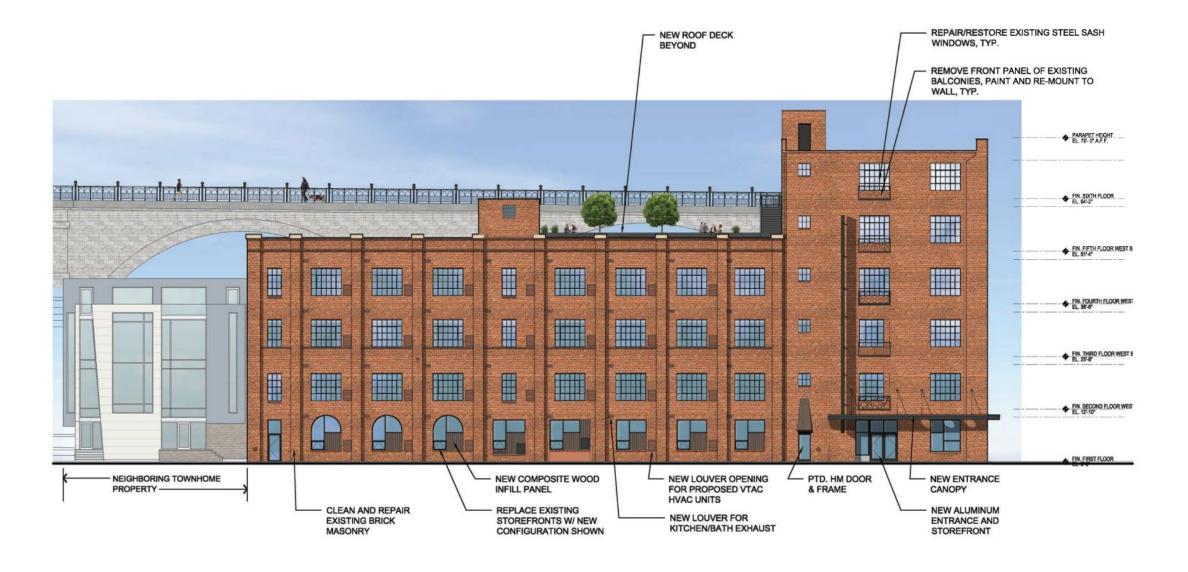
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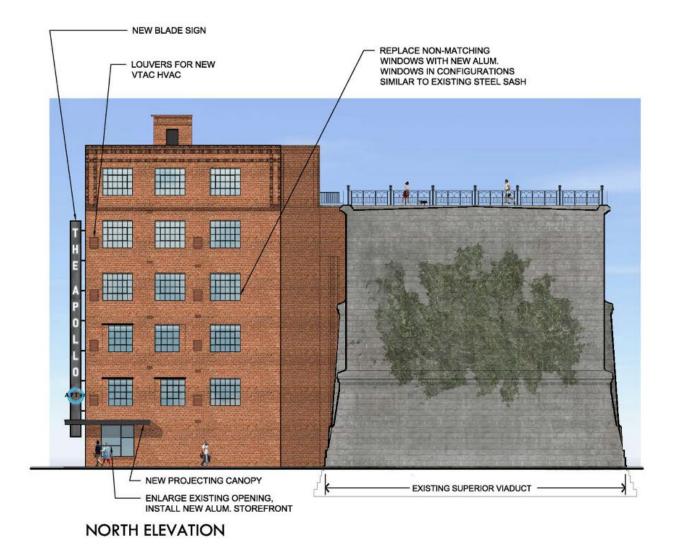
A2.11 EAST ELEVATION - RIVERBED STREET - PROPOSED RENOVATIONS

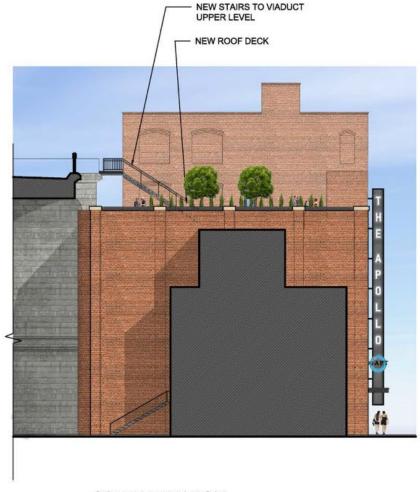


RDL ARCHITECTS 16102 Chagrin Blvd. Suite 200 Shaker Heights, Ohio 44120 T: 216-752-4300 F: 216-752-4301









SOUTH ELEVATION

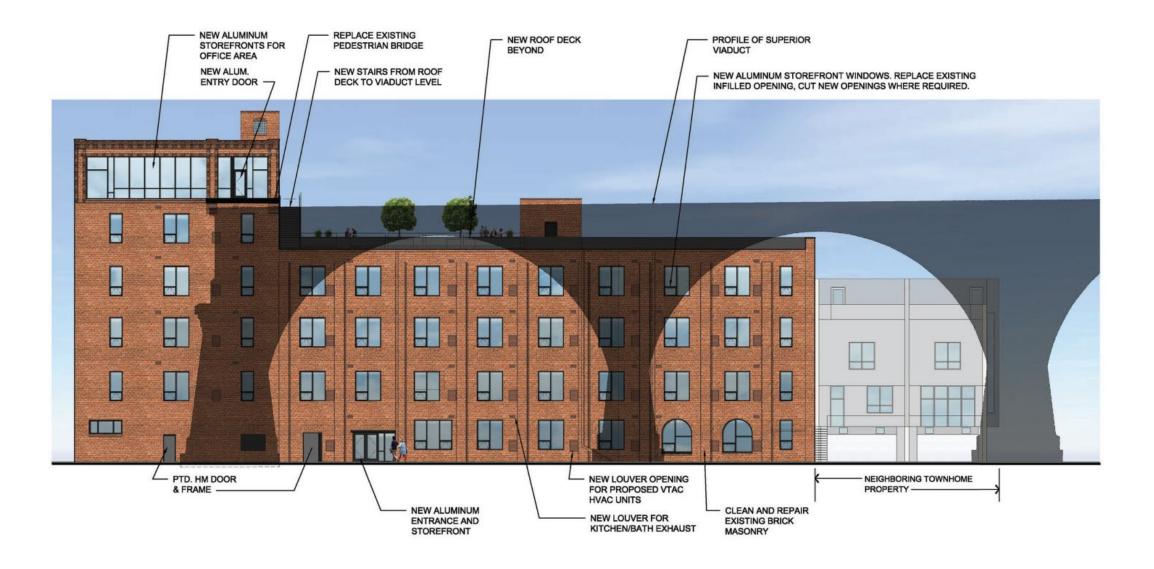
A2.31 NORTH AND SOUTH ELEVATIONS - PROPOSED RENOVATIONS

ARCHITECTS www.rdlarchitects.com

RDL ARCHITECTS 16102 Chagrin Blvd. Suite 200 Shaker Heights, Ohio 44120 T: 216-752-4300 F: 216-752-4301







A2.21 **WEST ELEVATION - PROPOSED RENOVATIONS**



RDL ARCHITECTS 16102 Chagrin Blvd. Suite 200 Shaker Heights, Ohio 44120 T: 216-752-4300 F: 216-752-4301 **APOLLO APARTMENTS** 1250 RIVERBED STREET CLEVELAND, OHIO



SCALE: 1" = 16"









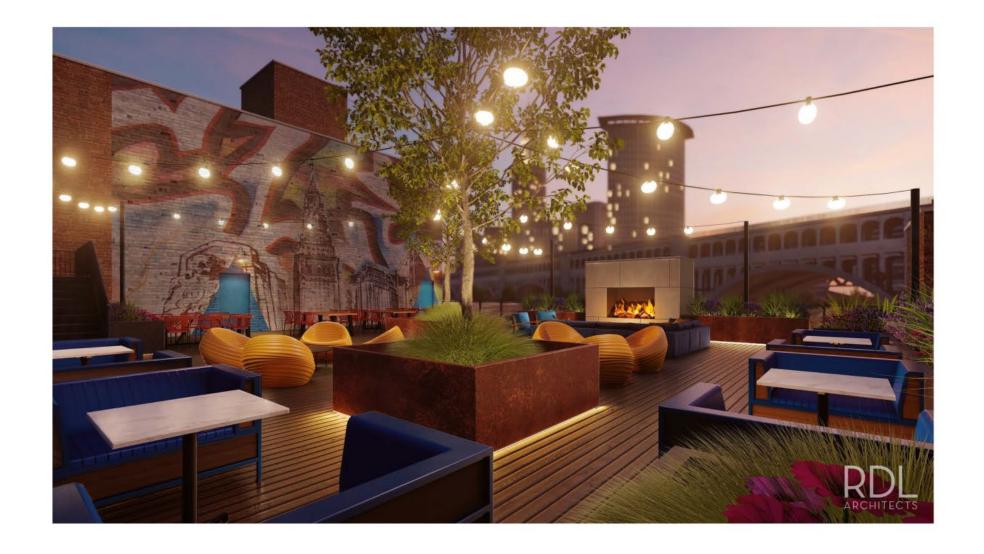


VIADUCT COURTYARD VIEW 2



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ROOFTOP DECK



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www.rdlarchitects.com



For Execution

LICENSE AGREEMENT

This *LICENSE AGREEMENT ("Agreement")* is made this 17th day of November 2021 by and between NAUTICA ENTERTAINMENT, LLC., as owner of a certain parking lot at the Nautica Entertainment Complex ("Nautica") hereinafter designated as the "Licensor", and Apartment 92 The Apollo LLC ("Apollo") doing business in a building adjacent to Nautica (as defined below), hereinafter designated as the "Licensee".

RECITALS

WHEREAS Licensor owns and operates a parking lot at the Nautica Entertainment Complex ("Nautica") on the west bank of the Flats in Cleveland, Ohio referred to herein as the Designated Parking Area and outlined on the map attached as **EXHIBITA**, and

WHEREAS Licensee is developing a 70-micro-unit housing project in the Left Bank Building located at 1250 Riverbed Street, Cleveland, Ohio 44113 ("Project"), and desires to arrange for tenants in the Project to park vehicles in the Designated Parking Area as provided herein and Licensor intends to grant them the right to do so.

AGREEMENT

- (1) <u>Designated Parking Area</u>. The Licensor, in consideration of the license fee to be paid and the covenants and agreements to be performed by the Licensee, grants to Licensee, the non-exclusive right to permit tenants in the Project ("Qualified Tenants") to park vehicles ("Tenant Vehicles") in up to thirty (30) parking spaces in the Designated Parking Area for such purpose and subject to availability as outlined herein. If Licensee needs more than thirty (30) spaces for Vehicles, the parties agree in good faith negotiate the location of such additional evening only parking in The Designated parking Area on mutually acceptable terms.
- (2) Term. The Term of this License Agreement is five (5) years commencing on the 1st day of January 2022. Such Term may be extended annually by the Licensee for ten (10) additional one-year periods expiring December 31, 2036. Licensee must provide 30 day written notice of cancellation of Agreement. Upon written notice, Licensee will only be responsible to pay for the months the Designed Parking Area was used by Tenant Vehicles.
- (4) <u>License Fee</u>. Licensee agrees to pay to Licensor, its successors and assigns, a License Fee at \$70.00 per month per vehicle ("Parking Rate") for no less than eighteen (18) vehicles commencing March 1, 2022, until December 31, 2022, as applicable; and commencing January 1, 2023, at the rate of

\$85.00 per month per vehicle hereafter for no less than thirty (30) vehicles. Such amount shall increase by the Cleveland CPI each year for the balance of the Term, as extended if applicable. Term. In addition:

- (a) Such amount shall be paid by Licensee for all Tenant Vehicles for which parking cards have been issued by check or money order on the first of each month.
- (b) It is Licensee's responsibility to seek and collect reimbursement of such amount from its Qualified Tenants in the event they have not paid, provided, that a Qualified Tenant's failure to reimburse Licensee for the parking privileges outlined herein does not excuse Licensee from paying the License Fee outlined in this Section 4 as and when due.
- (5) <u>Holding Over</u>. Any holding over after the expiration of said Term, without the consent of the Licensor, shall be construed to be a license agreement from month to month, and shall be on the terms and conditions herein specified, as far as applicable, provided, however, the monthly License Fee for each Licensed Vehicle during said holdover period, shall be \$150.00. At the option of the Licensor in the event of a holdover the Licensee and/or any of its Qualified Tenants, such Qualified Tenants may be barred from parking any Tenant Vehicles (or any other vehicle) in the Designated Parking Area and/or may be towed at the expense of the Qualified Tenant.
- (6) <u>Manager</u>. The name and the address of the Manager is Nautica Entertainment, Inc., 1231 Main Avenue. Cleveland. Ohio 44113.
- (7) <u>Licensee's Insurance</u>. Licensor shall not be liable for any theft, destruction, loss, or damage to any property of Licensee, Licensee's agents and/or guests; except that caused by the gross negligence or willful misconduct of Licensor or its agent. Licensee must provide his/her own property and casualty vehicle insurance for such purpose. Proof of such insurance must be provided to the Manager prior to execution of this License Agreement.
- (8) Tenant Vehicles. Licensee shall provide to Licensor a list of all Tenant Vehicles whom Licensee has granted permission to park in the Designated Parking Area and update such list of Tenant Vehicles ("Approved List"). Tenant Vehicles are strictly limited to vehicles of Tenants of Licensee Project. Parking cards shall only be issued for Vehicles which are on the Approved List. Manager may tow vehicles parking in the Designated Parking Area not on the Approved List. Such list shall include the following information for each Tenant Vehicle:

Make	Model
Year	Color
License#	State

(a) Licensee shall be issued by Manager one (1) parking card for each registered Tenant Vehicle for use of the Designated Parking Area. At such time, Licensee shall pay a deposit of \$50.00 per card which shall be returned to Licensee upon return of any parking card(s) to Licensor. Said parking card and the rights conferred herein are strictly non-transferable. Licensee shall be charged \$25.00 for any replacement parking card(s) if lost or stolen. Licensee shall distribute such cards to its Qualified Tenants.

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- (b) It is agreed that there shall be no vehicles other than automobiles, minivans and/or motorcycles which may be registered as a Tenant Vehicle and operated, kept, or permitted in the Designated Parking Area by Licensee. Such Vehicles may remain overnight solely at the risk of the Licensee.
- (c) The repairing and/or washing of vehicles of any kind is not permitted in the Designated Parking Area. Licensee's agents and guests may not park vehicles on Licensor's property unless and until said vehicle is first registered with Licensor. Any abandoned, inoperable vehicle or vehicle not having current license plates, may be towed from the Designated Parking Area at Licensee and/or owner's risk and expense.
- (d) The use or storage of any Tenant Vehicle in or about the Designated Parking Area shall always be at the risk of the Licensee and each Qualified Tenant, and Licensor assumes no liability for said Tenant Vehicles or damage caused to or by said Tenant Vehicles. Licensee agrees to defend and indemnify Licensor from and against damages to property or injury to persons arising out of its use of the Designated Parking Area and/or operation of the Employee Tenant; except that caused by the gross negligence or willful misconduct of Licensor or its agent.
- (e) Licensor reserves the right to lease the parking area when not being used by Qualified Tenants.
- (9) <u>Default</u>. The following shall be considered an Event of Default under this License Agreement:
 - (a) Licensee shall be in default if the Licensee fails to pay the Licensee Fee when due or is in default of the prompt or full performance of any other provision of this License Agreement.
 - (b) Licensee shall be in default if Licensee shall violate or fail to observe any of the terms, conditions, rules, and regulations set forth or referred to herein, or if the parking privilege outlined herein is used in a manner reasonably objectionable to the Licensor or other persons parking vehicles in the Designated Parking Area.
 - (c) Licensee or its Qualified Tenants shall park or attempt to park the Tenant Vehicles in the Designated Parking Area after termination of this License Agreement.
 - (d) Licensee shall fail and maintain on file this License Agreement and the requisite information outlined in Section 8.
- (10) Event of Default. In the case of an Event of Default,
 - (a) Licensor shall provide Licensee written notice of any Event of Default, such notice to specify the Event of Default and that Licensee shall cure same within ten (10) days of its receipt of the notice ("Notice of Default").
 - (b) Licensor may terminate this Licensee Agreement immediately without notice or service of process if Licensee fails to cure an Event of Default within ten (10) days following its receipt of a Notice of Default. In addition, if Licensee fails to cure such Event of Default as outlined herein, Licensor (i) shall be entitled to collect all License

Fees then due and owing by Licensee, and (ii) may remove by towing or otherwise, at Licensee's sole cost and expense, any and all Tenant Vehicles from the Designated Parking Area.

- (c) All remedies which are granted to Licensor in this License Agreement are cumulative and Licensor shall have the right to exercise one or more remedies simultaneously. All rights and remedies of the Licensor herein set forth are in addition to any and all rights and remedies allowed by law and equity.
- (11) Termination. This License Agreement automatically terminates:
 - (a) In the event of the sale of the Designated Parking Area by the Licensor to a third-party; provided, however, that in lieu of termination the Licensor shall use commercially reasonable efforts to relocate the Parking Spaces to any parking area(s) controlled by Licensor at Nautica east of the Main Avenue Bridge and which is otherwise agreed to by Licensee ("Alternative Parking Areas").
 - (b) If the Designated Parking Area and all of the Alternative Parking Areas are sold or developed in a way that, in Licensor's judgment, cannot accommodate parking to Licensee as outlined in this Agreement.
 - (c) If Licensee leases space in the Project or other buildings on the West Bank of the Flats in which it has any direct or indirect interest or there is common ownership ("Covered Buildings"), in whole or part, to a Prohibited Tenant as defined in Section 12.
- (12) <u>Prohibited Tenants</u>. It is the intention of the parties that area buildings, including the Project, which have parking licenses will be leased to residential tenants or office tenants. Licensee may not lease or license, directly or indirectly space in the Project or any other Covered Buildings to any of the following types of Tenants:
 - (a) A nightclub, gentlemen's club, or similar establishments; and
 - (b) An entertainment use currently existing at the Nautica Entertainment Complex ("Nautica") (e.g., comedy club, banquet room, live music) or any premises which offers casino games of any kind; and
 - (c) Any other use deemed inappropriate to the planned residential development in the Nautica Waterfront District as reasonably determined by the Licensor unless prior written approval is obtained from the Licensor.
- (13) <u>Maintenance of the Designated Parking Area</u>. With respect to the Designated Parking Area, the following rules shall apply.:
 - (a) Parking in the Designated Parking Area is first come, first serve on a non-exclusive basis except as designated by signage permitted by Licensor.
 - (b) Licensee agrees to temporarily relocate the parking spaces (generally for a day or two for concerts or other special events) to a location in the Alternative Parking Area (or other location reasonable agreeable to Licensee at the request of the Licensor if necessary.

- 1

2

- (c) Licensor shall control and maintain in good and working order the card reader for the Designated Parking Area or any Alternative Area.
- (d) Licensor shall maintain in good and working order the surface of the Designated Parking Area and the perimeter fencing around such area.
- (14) Redevelopment of the Parking Area. Licensor reserves the right to redevelop the Designated Parking Area or the Alternative Parking Area, including constructing one or more structures on it. In such an event, Licensor shall use commercially reasonable efforts to relocate the Designated Parking Area to any part of the Alternative Parking Area. If structured parking is constructed at Nautica and designated for parking for the Licensee as Alternative Parking Area, the Parking Rate shall be adjusted to be consistent with the comparable market structured parking in Cleveland. If the parties cannot agree on such adjustment to the Parking Rate, Licensee may terminate this Agreement. The Alternative Parking Area is located as outlined on **EXHIBIT A**.
- (15) Rules and Regulations. Licensee agrees to abide by all the reasonable rules and regulations contained in this License Agreement or sent to Licensee by Licensor or as posted in Designated Parking Area. Licensee shall keep and observe such further reasonable rules and regulations as may later be required by Licensor, which may be necessary for the proper and orderly operation of the parking lots at Nautica. Failure to keep and observe said rules will constitute a Default under this License Agreement.

(Signature page next)

 $\it IN\ WITNESS\ WHEREOF$, the parties have hereunto set their hands the day and year first above written.

LICENSOR:

LICENSEE:

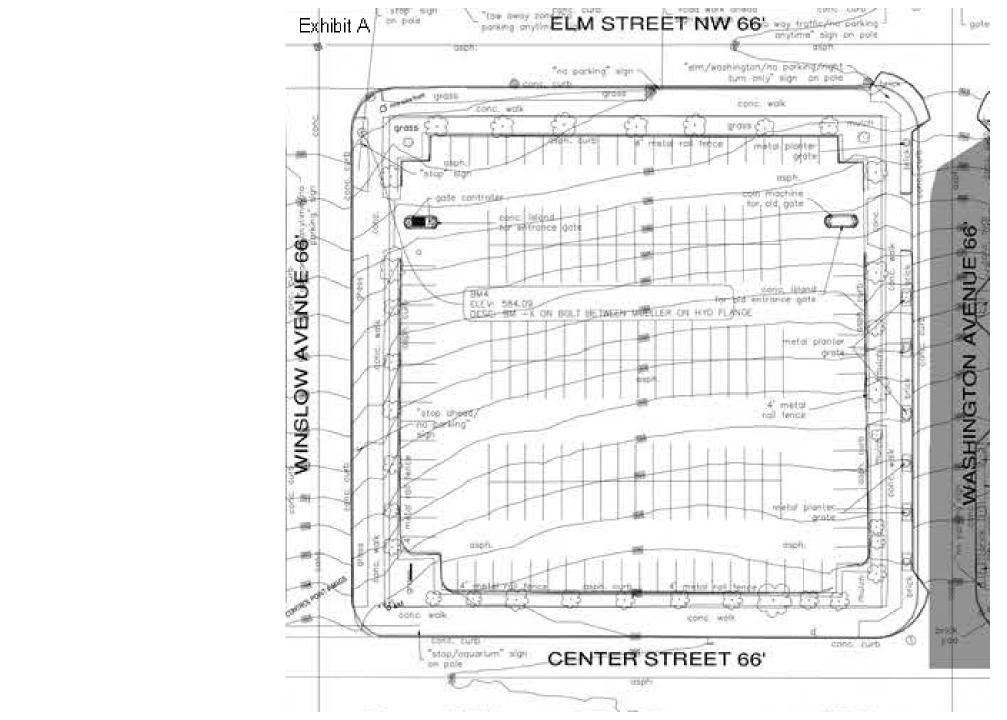
NAUTICA ENTERTAINMENT, LLC.

APARTMENT 92 The Apollo LLC

Patrick J. McKinley, Executive Vice-President

Mic ael Apt, Owner/President

6



Public Hearing

Calendar No. 22-022:

4636 Oakley Ave

Ward 3

Mitza Perea, owner, propose to erect a second story addition and an attached garage to a single-family residence in a B1 Two-Family Residential District The owner appeals for relief from the strict application of the following sections of the Cleveland Codified Ordinances:

- 1. Section 357.05(a) which states that the required side street setback is 5' and the appellant is proposing no side street set back.
- 2. Section 357.05(b)(2) which states that on rear third of corner lot the setback is feet two feet, and the appellant is proposing no setback.
- 3. Section 357.06(a) which states that the required front yard setback is 7.5' and the appellant is proposing 5'. Please note that, per Section 329.04(c), the board is limited in its ability to grant a variance from the front yard requirements unless certain circumstances exist.
- 4. Section 357.08(b)(1) which states that the required rear yard is 23 feet, and the appellant is proposing 3 feet.
- 5. Section 357.09(b)(2) which states that the minimum distance from house on adjoining lot is 6 feet and the appellant is proposing 5 feet. This section also states that the required minimum interior side yard is 3 feet, and the appellant is proposing no interior side yard.

6. Section 355.04(b) which states that the maximum gross floor area shall not exceed 50 percent of lot size or in this case 1,400 square feet and the appellant is proposing 2,159 square feet (Filed February 1, 2022)





Calendar No. 22-022:

4636 Oakley Ave

Ward 3



SWEARING IN ALL WHO ARE PRESENT FOR THIS CASE:

DO YOU SWEAR OR AFFIRM THAT THE TESTIMONY YOU ARE ABOUT TO GIVE IS THE WHOLE TRUTH AND NOTHING BUT THE TRUTH?

Please Raise Your Hand.

Reply with <u>I DO,YOUR NAME and YOUR ADDRESS.</u>

Calendar No. 22-022:

4636 Oakley Ave

Ward 3



HISTORY OF THE PROPERTY



Calendar No. 22-022:

4636 Oakley Ave

Ward 3



LEGAL STANDARD

Madam Chair, Members of the Board, Appellant is requesting area variances from the side street, corner lot setback, front yard setback, rear yard, distance, side yard, and maximum gross floor area regulations of the zoning code.

To obtain the area variance, Appellant must prove that denying the request:

- 1. Will create a **practical difficulty** not generally shared by other land or buildings in the same district;
- 2. Will deprive the Appellant of substantial property rights; and
- 3. That granting the variance will not be contrary to the purpose and intent of the zoning code.

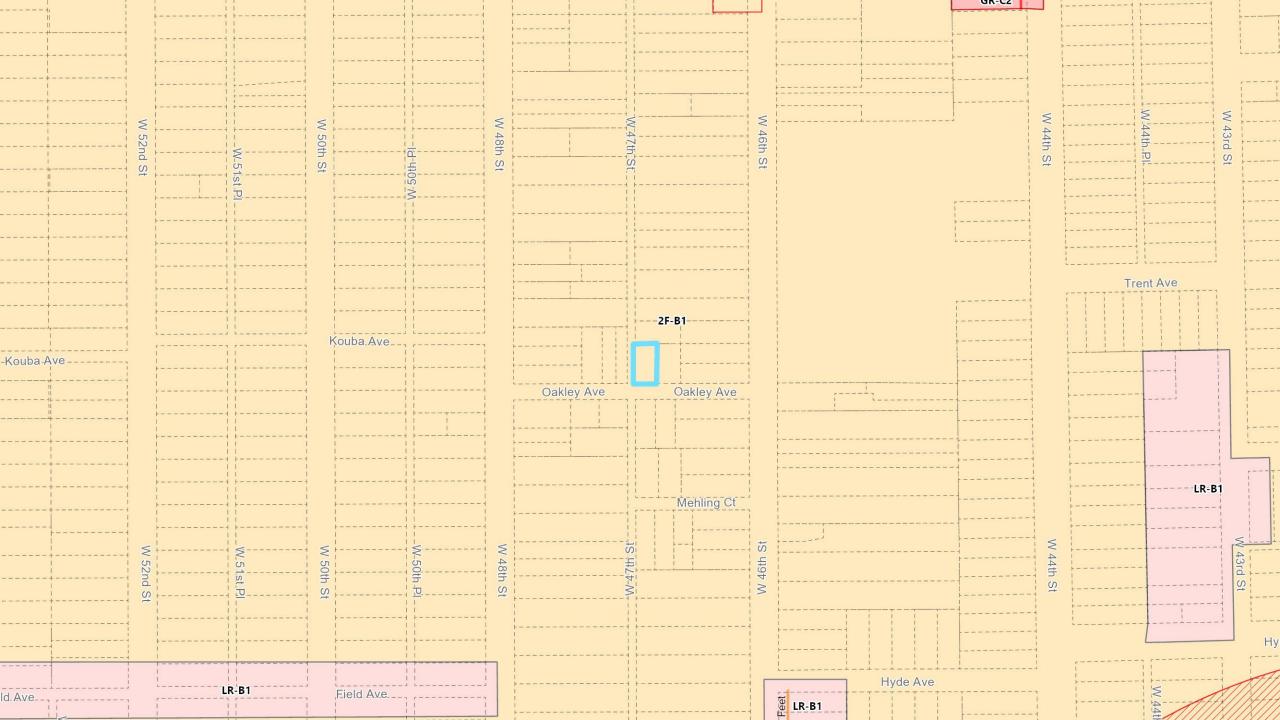


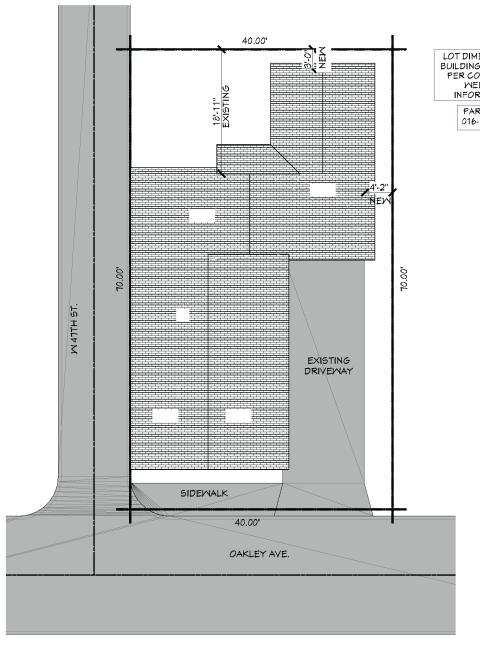












LOT DIMENSIONS & BUILDING LOCATION PER COUNTY GIS MEBSITE INFORMATION

> PARCEL # 016-14-094

DRAWING INDEX

- GENERAL CONSTRUCTION NOTES A-1 - BASELINE STRUCTURAL CRITERIA - SITE PLAN & ADDITION RENDERING

A-2 - FOUNDATION PLAN

A-3 - FLOOR PLANS

A-4 - ELEVATIONS

- ROOF PLAN

- MALL SECTIONS

- ELECTRICAL PLANS - ELECTRICAL SCHEDULE

- PLUMBING PLAN

A-7

- PLUMBING SCHEMATIC

- KITCHEN & BATH PLAN

PROJECT SQUARE FOOTAGES

(TO EXTERIOR OF PERIMETER MALLS)

TOTAL LOT AREA: 5,440 SQ.FT.

FIRST FLOOR LIVING AREA: - 984 SQ.FT.

SECOND FLOOR LIVING AREA: - 984 SQ.FT.

TOTAL LIVING AREA: 1,968 SQ.FT.



SOUTH







WEST



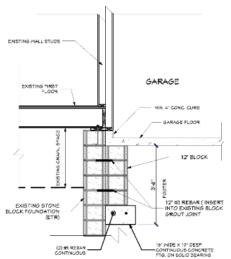
EAST



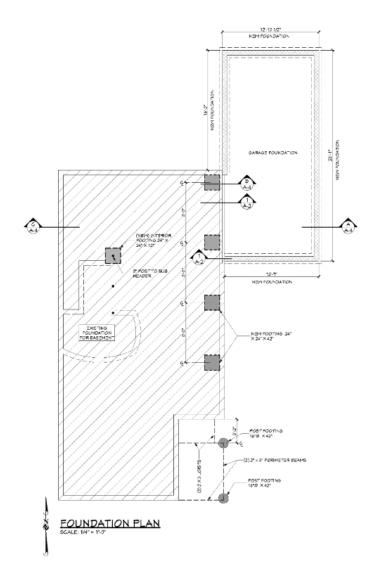
			ROOM FIL	NISH SCHEDULE			
ROOM NAME	AREA, INTERIOR (SQ FT)	CEILING HEIGHT	MALL MATERIAL	FLOOR FINISH	CEILING FINISH	BASE MOLDING	
BALCONY	54	100*	OLIVE SIDING		DRYMALL, COLOR - BRITE 2		
GARAGE	335	112", 120 3/4"	AFRICAN GRAY (SM 9162)		DRYMALL, COLOR - BRITE 2		
STAIRMELL	24	108 8/4"	AFRICAN GRAY (SM 4162)	LIGHT - MP PLANK, FOAM UNDERLAYMENT	DRYMALL, COLOR - BRITE_2	STOCK	
KITCHEN	74	100*	AFRICAN GRAY (SM 4162)	LIMESTONE TILES, THINSET MORTAR, BACKERBOARD 1/4"	DRYWALL, COLOR - BRITE_2	STOCK	
LIVING & DINING	376	100", 105 3/4"	AFRICAN GRAY (SW 4162)	RED OAK 9' PLANK - WEATHERED, FOAM UNDERLAYMENT	DRYMALL, COLOR - BRITE_2	STOCK	
STUDY	34	100*	AFRICAN GRAY (SM 4162)	RED OAK 5' PLANK - WEATHERED, FOAM UNDERLAYMENT	DRYMALL, COLOR - BRITE_2	STOCK	
ENTRY	15	100*	AFRICAN GRAY (SM 4162)	RED OAK 5' PLANK - WEATHERED, FOAM UNDERLAYMENT	DRYMALL, COLOR - BRITE 2	STOCK	
LAUNDRY	16	190*	AFRICAN GRAY (SM 9162)	RED OAK 9' FLANK - WEATHERED, FOAM UNDERLAYMENT	DRYMALL, COLOR - BRITE_2	STOCK	
UTILITY	20	100*	AFRICAN GRAY (SM 4162)	RED OAK 5' PLANK - WEATHERED, FOAM UNDERLAYMENT	DRYMALL, COLOR - BRITE_2	STOCK	
TOTALS:	965						

NUMBER	QTY	FLOOR	SIZE	MIDTH	HEIGHT	R/O	EGRESS	DESCRIPTION	HEADER	CODE	MANUFACTURER	COMMENTS
IM01	- 1	2	2820L5	52"	24 "	55"X25"		LEFT SLIDING	2×6×56"(2)			
M02	4	2	2840DH	52"	48 "	93"X44"		DOUBLE HUNG	2×6×36"(2)			
M03	- 4	2	3620L9	3é "	24"	3T"X25"		LEFT SLIDING	2X6X40"(2)			
M04	2	2	3040DH	36 "	48 "	3T"X49"		DOUBLE HUNG	2X6X40"(2)			
P405	- 1	2	9020R5	96"	24 "	9T"X25"		RIGHT SLIDING	2×6×40*(2)			
P406	1	1	2620L5	90"	24 "	91"X25"		LEFT SLIDING	2×6×34"(2)			
MOT	3	1	2820L5	32"	24 "	33"X25"		LEFT SLIDING	2X6X36"(2)			
P406	- 1	1	3020L9	36"	24 "	31"X25"		LEFT SLIDING	2X6X40"(2)			
PON	- 1	1	3020R5	36 "	24 "	31"X25"		RIGHT SLIDING	2×6×40"(2)			
MOd	_1	1	3020R5				LINITS ARE	RIGHT SLIDING AFFROXIMATE - VER			L	

NUMBER		aty	FLOOR	SIZE	MIDTH	HEIGHT	R/O	DESCRIPTION	HEADER		CODE	MANUFACTURER	COMMENTS
D02	2068	- 1	2	2068 L IN	24"	20"	26/X82 1/2"	HINGED-DOOR F04	2X6X24"(2)	1 3/5"			
D03	2468	- 1	2	2468 L IN	25 "	20"	30'X82 1/2"	HINGED-DOOR P04	2X6X33"(2)	1 3/5"			
D04	2666	1	1	2668 L IN		80"	32'X82 1/2"	HINGED-DOOR P34	2×6×35"(2)	1 3/5"			
D05	2668	- 1	1	2668 R IN	30 "	20"	32 3/32 1/2"	HINGED-DOOR F04	2X6X35"(2)	1.3/5"			
D06	2668	1	2	2668 L IN	30 "	20"	3270321/2"	HINGED-DOOR P94	2X6X35"(2)	1 3/5"			
D07	2668	- 1	2	2668 R EX	30 "	20"	32'X82 1/2"	EXT. HINGED-DOOR P09	2X6X35"(2)	1 3/6"			
D06	2668	2	2	2668 R IN	30 "	20"	32 X82 1/2"	HINGED-DOOR P04	2X6X35"(2)	1 3/5"			
DOG	2666	1	1	2865 L EX	32 "	20"	34"X83"	EXT. HINGED-SLAB	2X6X3T"(2)	1.3/4"			
D10	2868	- 1	1	2868 R EX		20"	94"X85"	EXT. HINGED-DOOR E01	2×6×37"(2)	1 5/4"			
D11	3068	- 1	1	3066 L EX	36 "	" 03	98"X85"	EXT. HINGED-DOOR P04	2X6X41"(2)	1 5/4"			
D12	30é8	- 1	1	3066 L EX	36 "	20"	38"X83"	EXT. HINGED-SLAB	2X6X41"(2)	1.3/4"			
D13	4466	- 1	1	4466 L/R	52 "	20"	54°X82 1/2"	DOUBLE BARN-DOOR P04	2X5X5T1(2)	1 3/5"			
D14	5068	1	2	5068 L EX	60 "	20"	62"X25"	EXT. SLIDER-GLASS FANEL	2X8X65"(2)	1 3/4"			
D15	5068	3	2	5068 L IN	60 "	80"	62°X82 1/2"	SLIDER-GLASS PANEL	2×6×65" (2)	1 3/5"			
D16	4060	- 1	1	9080	106 "	46"	110°X99°	GARAGE-GARAGE DOOR CHD05	2X12X116" (2)	1 3/4"			
					SIZES S	HOMN F		NITS ARE APPROXIMATE - VERIFY NOT USE AS FINAL SIZE *	SIZES IN FIEL	D			







REGORY NOETH 9621

GREG J. NOETH, ARCHITECT 1790 SARATOGA AVENUE CLEVELAND, OHIO 44104 19-73-728-8 groen@uneck.

REMODEL & ADDITION FOR:
4636 OAKLEY AVE.
CLEVELAND,OH 44109

GOVERNMENT SERVICES
georeterp@pmil.com (167):345-159

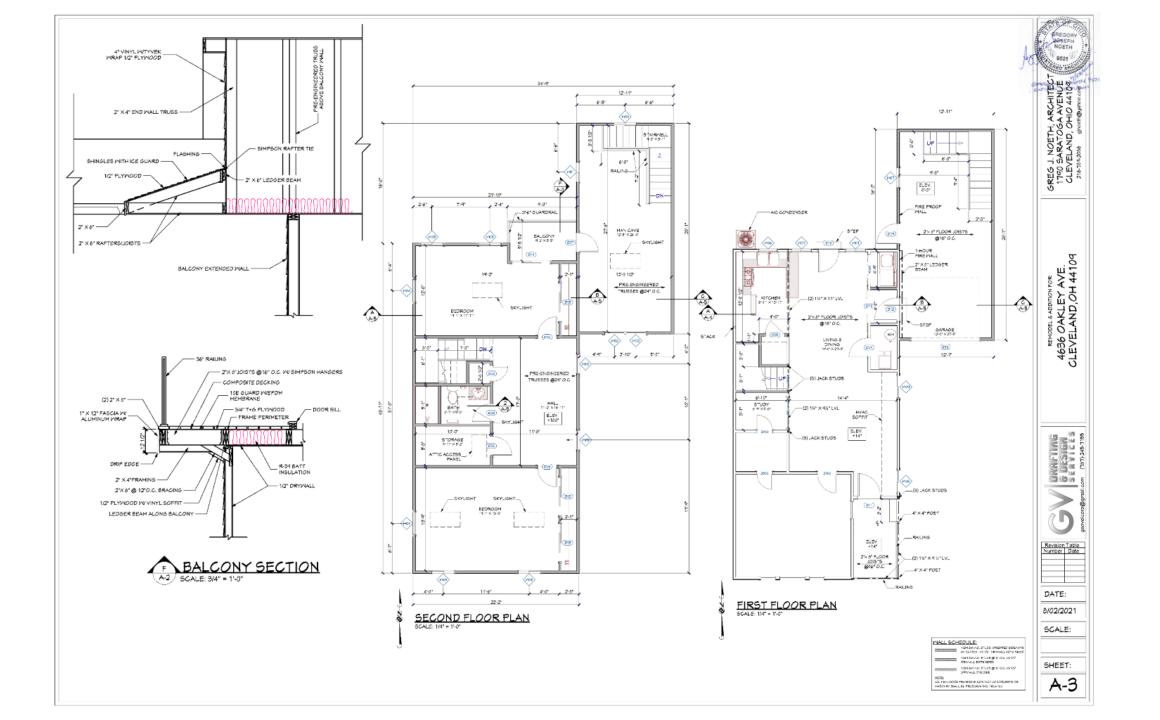
Revision Table Number Date

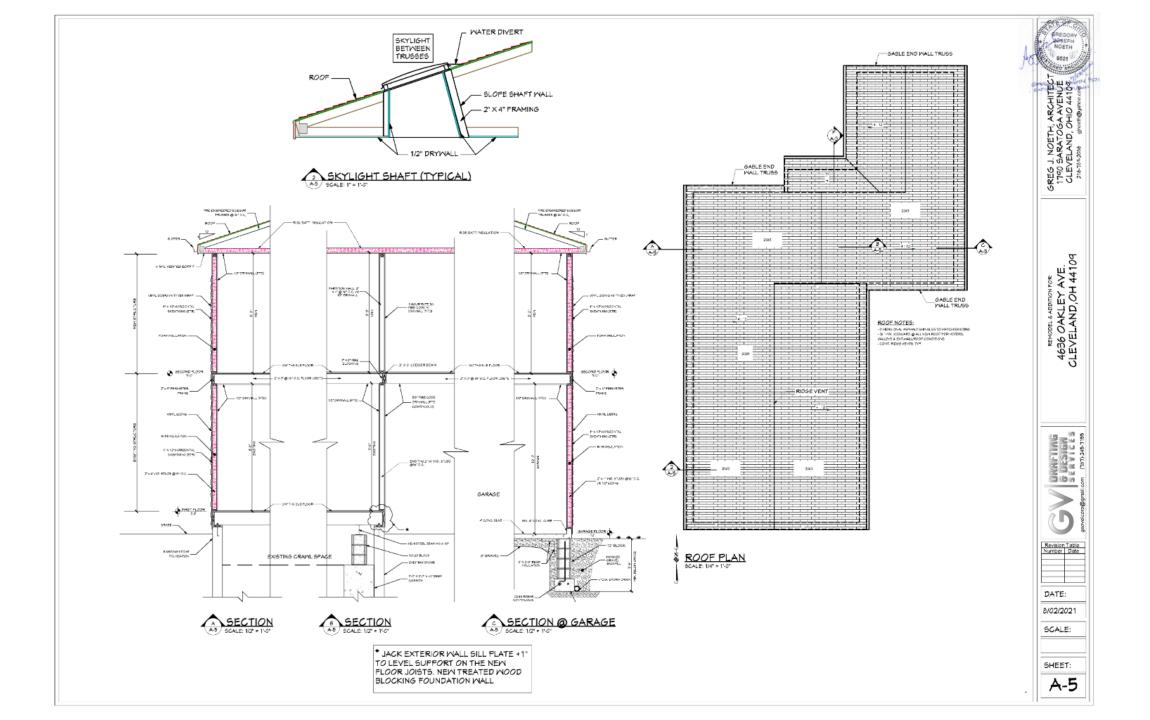
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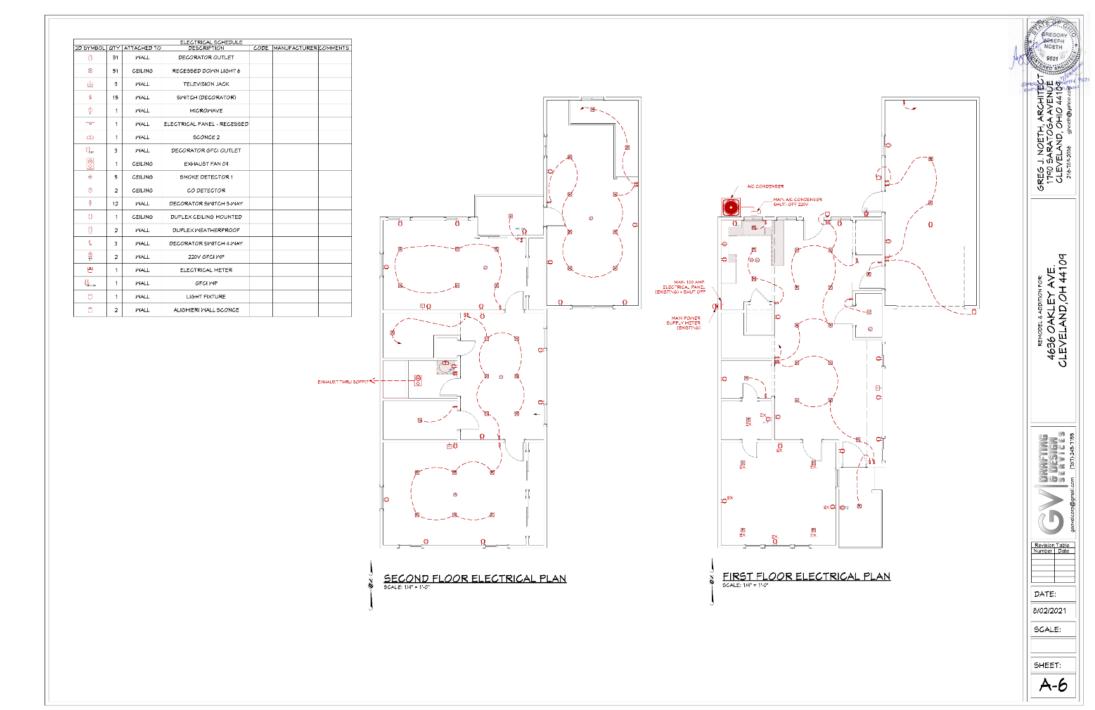
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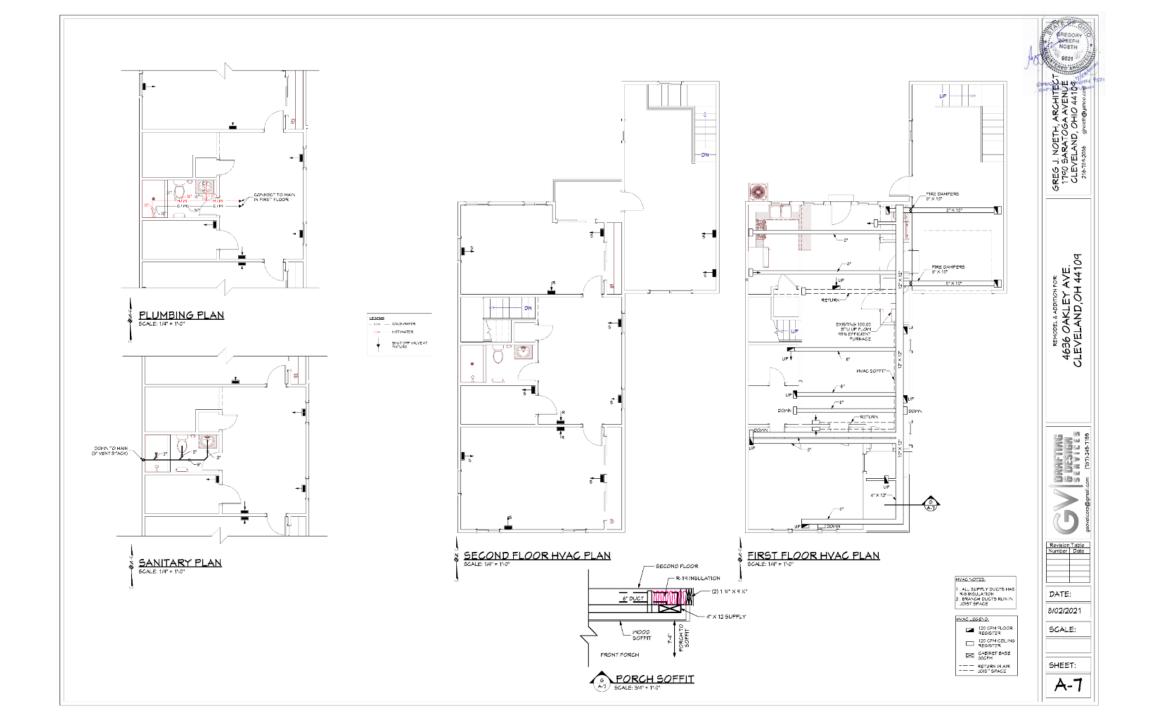
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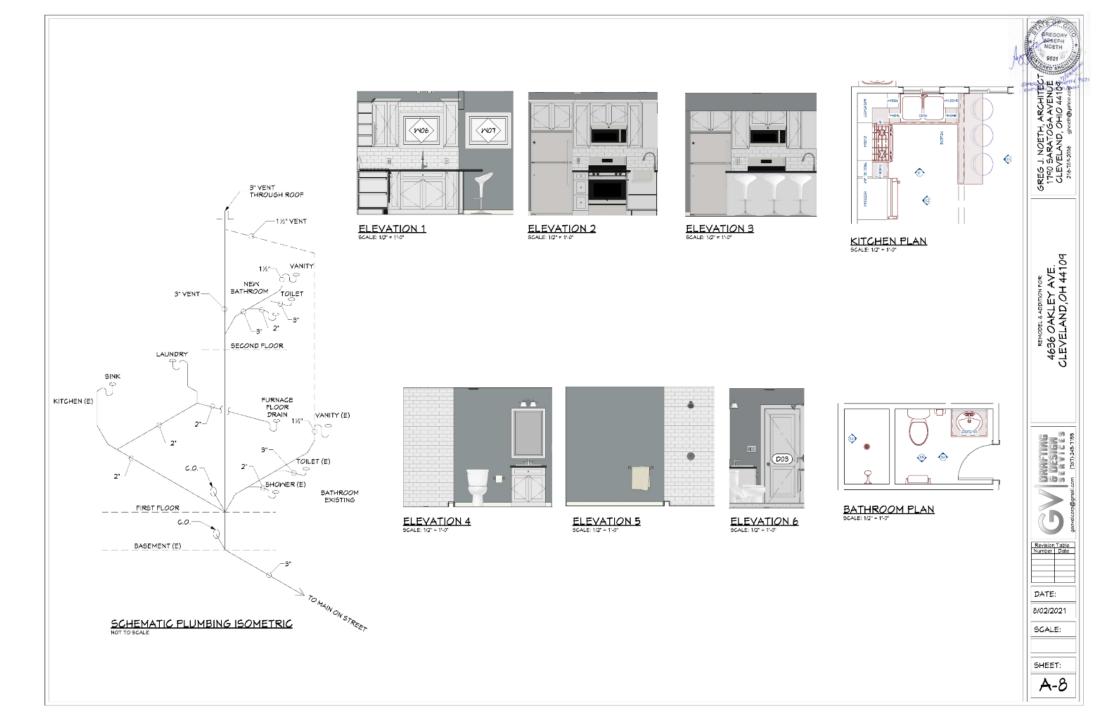
A-2











Calendar No. 21-181:

3733 East 65th Street

Ward 12



HISTORY OF THE PROPERTY



Calendar No. 21-181:

3733 East 65th Street

Ward 12



LEGAL STANDARD

Madam Chair, Members of the Board, Appellant is requesting area variances from the off-street parking, screening, and landscaping requirements of the zoning code.

To obtain the area variances, Appellant must prove that denying the request:

- 1. Will create a **practical difficulty** not generally shared by other land or buildings in the same district;
- 2. Will deprive the Appellant of substantial property rights; and
- 3. That granting the variances will not be contrary to the purpose and intent of the zoning code.

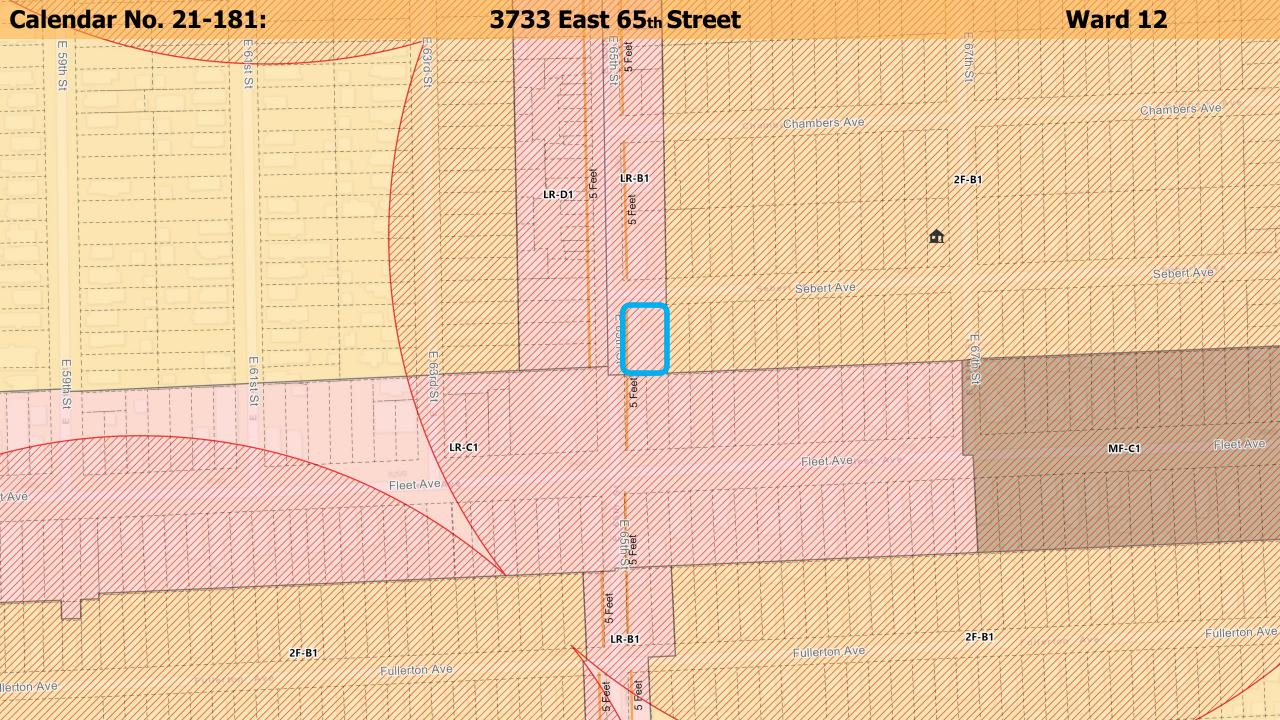














Rebecca Maurer COUNCIL MEMBER, WARD 12

COMMITTEES: Health, Human Services & the Arts • Municipal Services & Properties • Transportation & Mobility • Rules

January 21, 2022

Ms. Elizabeth Kukla City of Cleveland Board of Zoning Appeals 601 Lakeside Avenue Rm 516 Cleveland, OH 44114

Re: Calendar No. 21181 (3733 E. 65th)

Dear Ms. Kukla;

I am unable to attend the BZA hearing for this case this morning, but wanted to let you know that I am not supportive of the variance that the owner of 3733 E. 65th is seeking at the January 24th hearing.

Slavic Village Development and our city planner have yet to review a plan for the redevelopment of this historic parcel along E. 65th.

Mr. Romano has yet to receive the appropriate approval from local and city planning commissions for the exterior improvements to this historic parcel. He is also unable to effectively show adequate parking for his tenants and their guests.

Because of these above reasons I am opposed to his variance request.

Rebecca Maurer

Council Member, Ward 12

C: Slavic Village Development

file

Slavic Village: Renovation & Revitalization Proposal

3733 East 65th Cleveland, OH 44105

KRS PARTNERS LLCAlexandra Kudukis

Ran Romano



Multifaceted Project: Single Mission

Community grows from common grounds.







Mission & Vision:



Mission: To invigorate Cleveland's communities economically, aesthetically, and culturally one house at a time.

Vision: Empower our clients and enrich the greater Cleveland area through cultural invigoration and economic opportunity.



Coffee One

- Community coffee shop
- Offer reasonably priced, locally sourced products
- Stimulate local economy

Collaboration Center





- Complementary community meeting spaces, reservations available for customers upon request
- Inclusive and safe spaces for meetings and recurring gatherings
- Increase community engagement, collaboration, and productivity

Cultural Enrichment & Appreciation





- Recognize the historic district & Slavic background
- An homage to Cleveland's abundant & diverse background
- Contribute positively to the identity of the local community
- Provide historical preservation for the local community

Apartments One





- Located above the first floor,
 Coffee One and Visitor's Center
- Clean, renovated, and affordable housing
- Updated infrastructure
- Attract existing community members and outside interest into the area, stimulating local economy



Positive Impact: Economic Growth

- Generates revenue to local community through tax revenue
- Attracts customers and supports other local businesses
- Cities with walkable local businesses invite shoppers to stay longer



Positive Impact: Economic Growth

- Higher percentages of money spent at small businesses stay locally within the community
- Visitor's Center includes
 pamphlets with local
 recommendations for guests,
 additional advertising for local
 businesses



Neighborhood Revitalization

- Investment is crucial for revitalization
- Reduce number of abandoned buildings & decrease crime
- Collaboration spaces offer an outlet for community building

Architectural Renderings

• Arch Tech: Architect Paul Weir

Architectural Rehabilitation Documents

Apartment / Retail Rehabilitation

3733 East 65th Street Cleveland, Ohio 44135



VICINITY MAP

CLIENT
KRS Partners L.L.C.
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Settler, One 4025
Conten Mr. Sen 3 Sonenii

SITE ADDRESS 1739 Day 65th Street Cownerd, Oho 46131

Tax ID Number

ZONING DISTRICT

CITY OF CLEVELAND PLANNER

Notes Cathour pe (316) 666-3017 small noshouders, sewant in us

DEFERRED SUBMITTAL REQUEST

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COL 7460 ACCESSION 647

COL 746

A-1 Cover Sheet

A-2 Site Plan

A-2a Rendered Site Plan

A-3 Existing Basement Plan A-4 Foundation Repair Details

A-5 First Floor Plan

A-6 Second Floor Plan

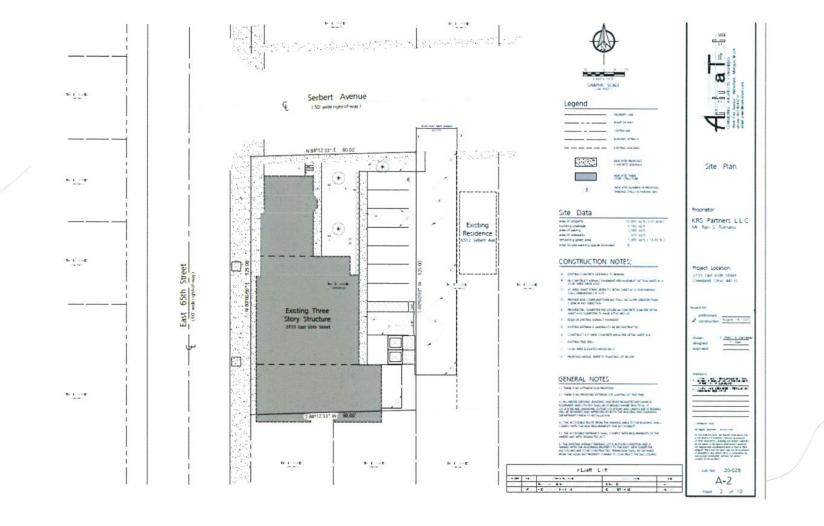
A-7 Existing West/South Exterior Elevations

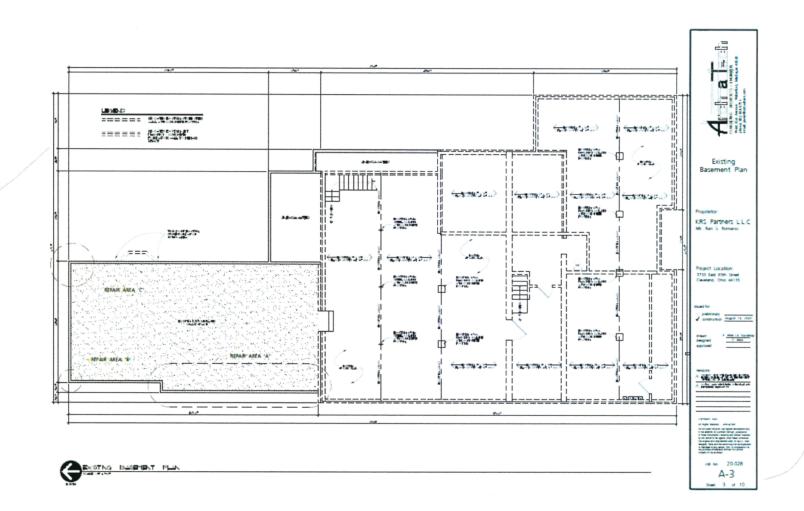
A-8 Existing East / North Exterior Elevations A-8a Rendered East Elevation

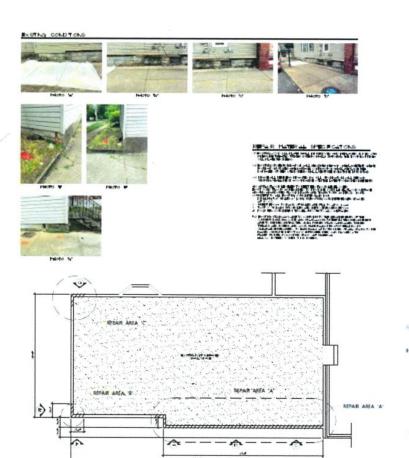
A-10 General Notes and Specifications

A-9 Miscellaneous Details / Information A-1



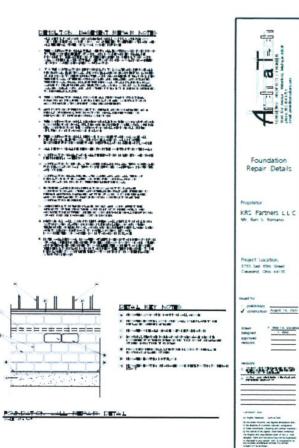






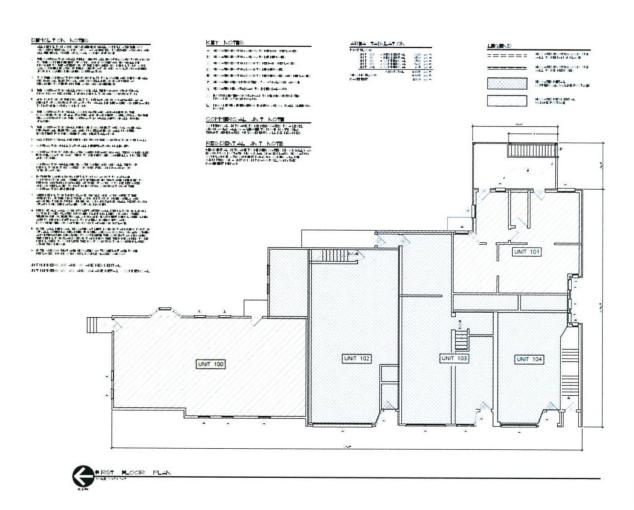
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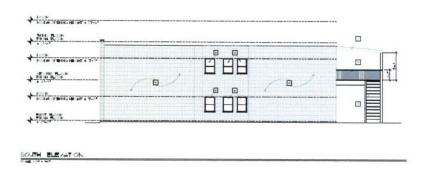
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Sheet 5 of 10



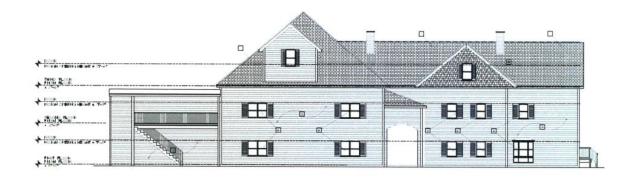




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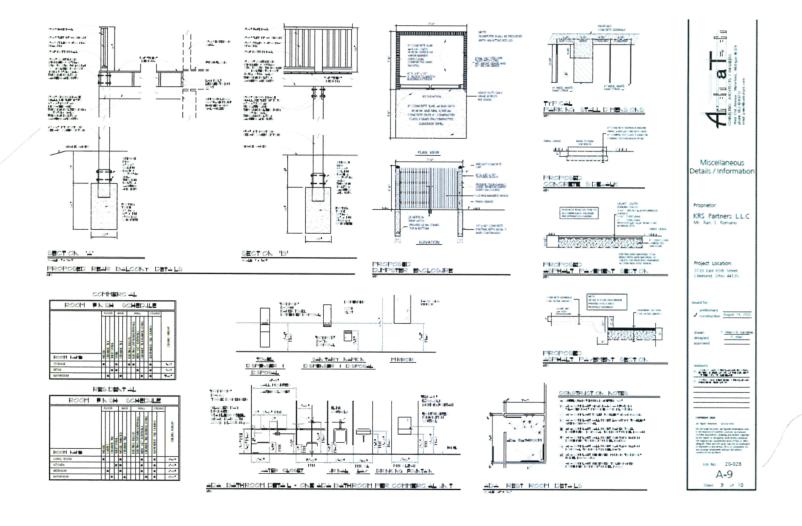
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General Notes and Specifications

KRS Partners L.L.C. Mr. Ran S. Romand

Project Location: 3793 East 65th Street Cleveland Other 441 In

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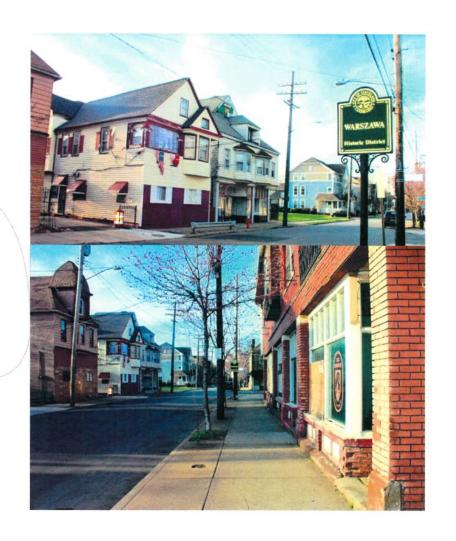
A-10 Sheet 10 of 10

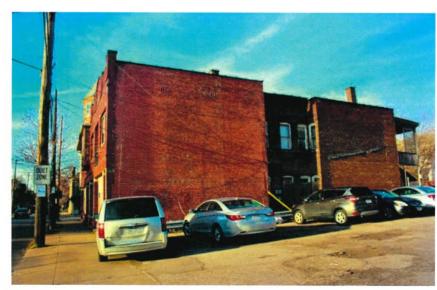


Opportunity for Community Growth

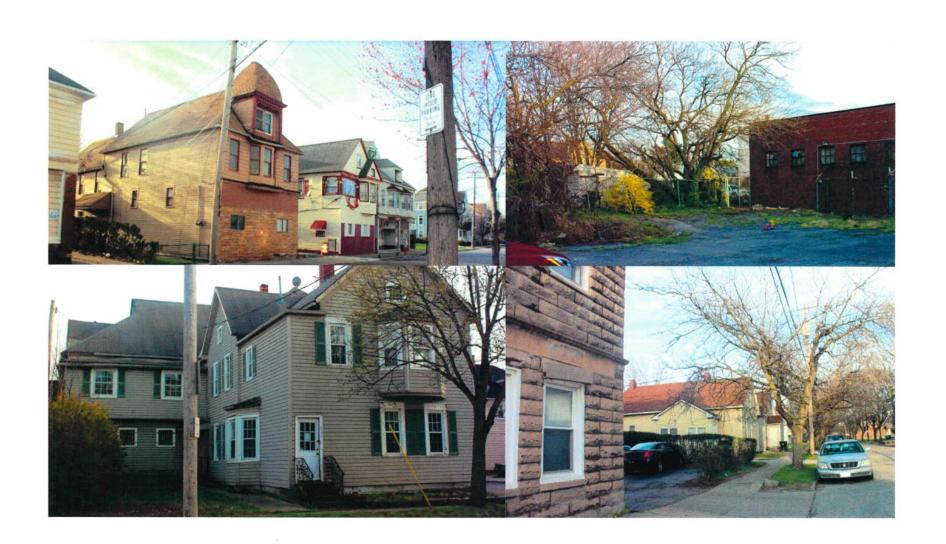
- Cultural Preservation
- Community Collaboration
- Visitors Center
- Renovated apartment buildings
- Economic revitalization

Current Photos

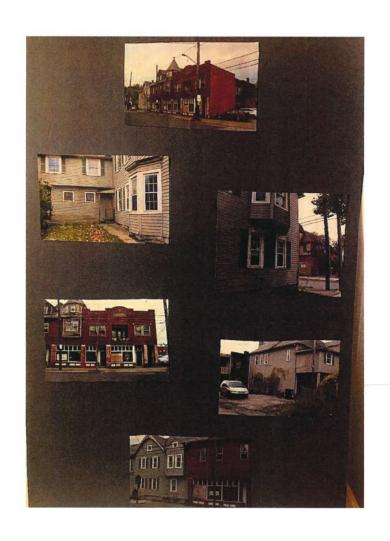












Exterior Pictures

- Front Right Corner
- Back of Building
- Front of Building
- Front-street view
- Left Corner View
- Back of building

Material Board



Covid-19 Precautions

Safety for community members and guests is a top concern and consideration.

Will adhere to all Covid-19 statutes:

- Mandatory masks when not dining
- Space tables, enforce social distancing
- o Proper sanitation



Building After Renovations

White Trim added to exterior of front of building

Cleveland Board of Zoning Appeals

Old Business



Public Hearing



1.	Cal. No. 21-160:	3532 W. 41st St	(KB, TB, AF, MB)
2.	Cal. No. 21-192:	4705 Bridge Ave./CPC	(KB, TB, AF, MB) <mark>***</mark>
3.	Cal. No. 22-008:	1269 W. 76 th	(KB, TB, AF, MB)
4 .	Cal. No. 22-007:	3395 E. 93 rd St.	(KB, TB, AF, MB)
5.	Cal. No. 21-203:	8502 Hough Ave.	(KB, TB, AF, MB)*
6.	Cal. No. 21-206:	4533 Warner Rd	(KB, TB, AF, MB)*
7.	Cal. No. 21-177:	18403 Euclid Ave.	(KB, TB, MB, AF)*
8.	Cal. No. 21-141:	7202 Hague Ave.	(KB, TB, AF, MB)*
9.	Cal. No. 21-091:	4157 Lorain Ave.	(D,KB,AF,MB)*
10.	Cal. No. 21-006:	9501 Pierpoint Ave.	(J,D,KB,AF,MB)*5/3/21
11.	Cal. No. 20-098:	1854 W. 48 th Street	(J,D,KB,AF,MB)*8/24/2020 (lot cons)

REQUESTS FOR AFFIRMATION: None.

REQUEST FOR REINSTATEMENT: Regarding Calendar Number 21-192 (appeal of Knez from the denial of a townhouse project at 4705 Bridge) Haydee Pagan, Steve Zamborsky, and Erin Lizak neighbors and parties affected by the decision referred to above, submitted a request For Reconsideration of your decision to reverse the City Planning Commission decision.

REQUEST FOR UPCOMING POSTPONEMENT: None.

MISC-

- ~ Items received
- * Pending the receipt of requested information by the Board.
- *** Request for Rehearing/Reconsideration.

Cleveland Board of Zoning Appeals

Adjournment

